

ESTTA Tracking number: **ESTTA627717**Filing date: **09/17/2014**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

| | |
|------------------------|--|
| Proceeding | 91210379 |
| Party | Plaintiff Atlas Brewing Company, LLC |
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| Submission | Testimony For Plaintiff |
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| Signature | /perry gattegno/ |
| Date | 09/17/2014 |
| Attachments | Soble Dep.txt(127038 bytes) Exhibit_5.pdf(829450 bytes) Exhibit_6.pdf(2494397 bytes) Exhibit_7.pdf(115893 bytes) Exhibit_9.pdf(2065771 bytes) Exhibit_8.pdf(4902940 bytes) Exhibit_10.pdf(1087021 bytes) Exhibit_11.pdf(149404 bytes) Exhibit_12.pdf(784583 bytes) Exhibit_13.pdf(403438 bytes) Exhibit_14.pdf(573920 bytes) Exhibit_15.pdf(505358 bytes) Exhibit_16.pdf(546725 bytes) Exhibit_17.pdf(990399 bytes) Exhibit_18.pdf(315852 bytes) Exhibit_19.pdf(398027 bytes) Exhibit_20.pdf(2355325 bytes) Exhibit_21.pdf(269248 bytes) Exhibit_22.pdf(260153 bytes) Exhibit_23.pdf(1639135 bytes) Exhibit_24.pdf(1225212 bytes) |

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1 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
2 BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

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3

4 ATLAS BREWING COMPANY LLC,)
5)
6 Opposer,)
7)
8 vs.) Opposition
9) No. 91210379
10)
11 ATLAS BREW WORKS, LLC, f/k/a)
12 VOLSTEAD BEER WORKS, LLC,)
13 f/k/a ATLAS BEER WORKS, LLC,)
14)
15 Applicant.)

10
11

12 The discovery deposition of
13 DALE STEVEN SOBLE, taken in the above-entitled
14 cause, before Marguerite M. Cimms, CSR, CLR, a
15 notary public within and for the County of Cook
16 and State of Illinois, and a Certified Shorthand
17 Reporter of said state, at 70 West Erie Street,
18 Suite 200, Chicago, Illinois, on the 28th day of
19 August, 2014, at the hour of 9:30 a.m.

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1 APPEARANCES:

2

3 FUKSA KHORSHID
4 MS. LEMA A. KHORSHID
5 MR. PERRY GATTEGNO
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11 Appeared on behalf of the Opposer;

8

9 BANNER & WITCOFF, LTD.
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(Entered without objection - not tendered.)

(Witness duly sworn.)
DALE STEVEN SOBLE,
called as a witness herein, having been first duly
sworn, was examined and testified as follows:

EXAMINATION

BY MS. KHORSHID:

Q. Good morning, Mr. Soble.

A. Good morning.

Q. Do you know why we're here today?

A. Yes.

Q. Why are we here?

A. We're going to talk about the Atlas Brewing Company trademark issue.

Q. Can you state your name for the record?

A. Sure. My full name is Dale Steven Soble, but I go by Steve.

Q. And what's your address?

A. I live at 4735 South Ellis in Chicago, 60615.

Q. And then will you please state your telephone number?

A. Sure. It's 312-919-1548.

Q. And let's talk a little bit about the ownership and the use of the name Atlas.

What kind of business is Atlas Brewing Company?

A. So Atlas Brewing Company is a brew pub, bar, restaurant, and bowling alley.

Q. And how long has Atlas Brewing Company been around?

A. You mean how long have we been operating as a business?

Q. Yes.

A. We started our -- well, it's kind of a complicated question. We've been in business since 1995, but as -- we were a bowling alley before. And then in 2011 we decided to change it to a brew pub. So we started operating as Atlas Brewing Company in April of 2012.

Q. But that's a separate entity, right?

A. Yes. So Atlas Brewing Company, LLC was the new entity that we created.

Q. Okay. Are you familiar -- I'm going to introduce into evidence what's being labeled as Opposer's Exhibit No. 5.

(Opposer's Exhibit No. 5
marked for identification.)

BY MS. KHORSHID:

Q. Are you familiar with this document?

A. Yes.

Q. What is it?

A. That is our articles of organization for Atlas Brewing Company, LLC.

Q. And what's the date of the -- what was the date that Atlas Brewing Company, LLC was

9 organized?

10 A. We formed on May 26, 2011.

11 MS. KHORSHID: Off the record.

12 (Off record discussion.)

13 BY MS. KHORSHID:

14 Q. What is your position at Atlas Brewing
15 Company?

16 A. So I'm the managing member of the LLC.

17 Q. Okay. And how long have you been the
18 managing member?

19 A. Since 2011 when we formed the company.

20 Q. Okay. And then how many employees does
21 Atlas Brewing Company have?

22 A. We have about 35 employees.

23 Q. Okay. And moving forward just for the
24 sake of the deposition, I'm just going to refer to

0007

1 Atlas Brewing Company as Atlas. Okay?

2 A. Okay. Sure.

3 Q. And can you tell us a little bit about
4 Atlas' involvement in the community?

5 A. Sure. Well, we've been in the
6 community for a long time. We participate in
7 community events. Any time an organization needs
8 something, we're always there. We have several
9 fundraisers that we do that we just donate beer,
10 things like that. And we're always donating
11 parties and brewery tours to whatever community
12 organization asks us.

13 Q. And I'm assuming that's under the Atlas
14 name?

15 A. Oh, yeah, uh-huh.

16 Q. Okay. Let's talk a little bit about
17 your background in the hospitality industry. How
18 long have you been in the industry?

19 A. So I've been -- I've owned, managed and
20 run restaurants and hospitality ventures since
21 1989, so going on -- it's about 25 years.

22 Q. When you say managed, owned and
23 operated, how long does, for example, a restaurant
24 take you to open?

0008

1 A. It takes a long time. Once you get the
2 idea to open a place, on average, I would say it
3 takes about a year to get going. You've got, you
4 know -- if you've got work to do, you've got to
5 get plans together. You've got to plan for how
6 much you're going to spend. You've got to develop
7 budgets, a business plan, things like that. So
8 you have to start a long time before you open a
9 restaurant, before the opening date.

10 Q. And in the same vein, had you ever
11 opened a brewery before?

12 A. This is my first brewery, but I know

13 that I started working on the idea in 2010. And I
14 met one of the -- John Saller, who would
15 eventually become one of my brewers, in the summer
16 of 2010. That's when we started talking about
17 doing Atlas Brewing Company.

18 Q. How long did it take you from the idea,
19 conception, you know, of just talking with
20 John Saller to actually opening it up and selling
21 your first glass of beer?

22 A. So from the time -- it was 2010, and it
23 was probably two years later when we sold our
24 first beer.

0009

1 Q. Okay. Can you explain the process of
2 opening a brewery for me?

3 A. So a brewery is different than a
4 restaurant in that you have a lot more lead times.
5 For example, just buying brewing equipment can
6 take 20 to 24 weeks. So you have to have that
7 ordered, ready to go.

8 Obviously you have building permits you
9 have to do. We started working on the plans in
10 2011 to try to get open in 2012. And we were
11 hoping to originally get opened early 2012, but
12 things take a long time.

13 So it just -- From the time you start,
14 you've got to buy furniture, you've got to buy
15 equipment, you've got to get the plans going.
16 There's just a long list of things you need to do
17 to get ready to open a place, not the least of
18 which is hiring people, which you have to start
19 doing that weeks, if not months, before you open.

20 Q. And, you know, you talked a little bit
21 about the logistics right now. How about the
22 branding components of it, coming up with a name
23 for the brewery?

24 A. So that started in -- the minute we

0010

1 said we're going to start looking at a brewery, we
2 started thinking about a name. So really from,
3 I'd say, after we decided we were going to do it,
4 we started putting together a list. We probably
5 took six months to figure out what name we were
6 going to use.

7 Q. Why did it take you that long?

8 A. Well, because first I like to do some
9 research. You know, I like to research things,
10 not just what's going on in the marketplace, but
11 I'm a big fan of history, especially Chicago
12 history.

13 So the first thing I did was I picked
14 up a book on Chicago breweries. Chicago used to
15 be a city of neighborhood breweries. So it's kind
16 of interesting, because there were probably a

17 dozen or so Chicago breweries that had opened in
18 the past, and then of course prohibition closed
19 many of them down.

20 So Atlas, point of fact, was one of
21 those breweries that we saw that was an old
22 brewery in Chicago and was an old name. And that
23 was one of the ones we put on our list that we
24 wanted to use.

0011

1 Q. When you talked a little bit about
2 research, you told us a little bit about you
3 liking history. But when you came up with the
4 Atlas name, did you do any research in terms of --

5 A. Sure. You know, so what we do, our
6 process was -- it's usually the same thing. The
7 first thing you do is you get on the Internet.
8 You Google is anybody out there. Because if
9 somebody is out there, you're not going to use the
10 name. So you do that.

11 And then for this, because we were
12 doing beer, we knew we would eventually want to
13 have a trademark. So I got on the trademark
14 office website, the USPTO, and I looked at that
15 and didn't see anybody with the Atlas name. So I
16 felt really good about the fact that Atlas was our
17 top name of the two or three that we had looked
18 at, and I thought that would be a good one to use.

19 Q. And when you said you did research on
20 the Internet, can you be more specific? Did you
21 go on Google --

22 A. So I went on Google, which is my search
23 engine of choice. I went on Google. You get on
24 BeerAdvocate. You know, John and Ben had a lot

0012

1 more experience in beer than I did, John and
2 Ben Saller. Those are the brewers, just to
3 reiterate that.

4 So they went out and talked to people
5 in the beer community. I mean, they were part of
6 the Brewers Guild. We talked to people in the
7 industry. Our equipment suppliers, for example,
8 would -- you know, hey, what do you think about
9 this. You know, we were just always getting
10 ideas.

11 We talked to salespeople, beer
12 salespeople, what do you think about this name.
13 And it was always about the story, about what we
14 were all about. So in addition to Internet
15 search, just talking to people, and then being in
16 the beer community.

17 Q. And so then you decided on the name
18 Atlas?

19 A. So then we decided -- we got together
20 probably right around the week that I filed the

21 articles of organization, because I remember
22 specifically a conversation that Ben, John and
23 myself -- we sat down and we had our list. And we
24 all sort of naturally said, okay, what are we

0013

1 going to do? Atlas was the one we chose. We knew
2 it was available. We knew that there was no one
3 out there doing it. So that's the one we decided
4 on, and that's when we went, okay, let's form the
5 company, let's get some domain names. Those are
6 the first things we did.

7 Q. Let's break that up a little bit.

8 When you said right around the week
9 that we organized -- now, we admitted Opposer's
10 Exhibit No. 5 into evidence today. Did you mean
11 around the week of April 26, 2011?

12 A. Exactly.

13 Q. Okay. Just to make sure.

14 A. Yes.

15 Q. And when you started out in April --
16 around May 26th, because it's 5/26, correct, May
17 26, 2011, is that correct?

18 A. That's correct, yes.

19 Q. Okay. When you started around 2011,
20 and you talked a little bit today about the beer
21 community, can you tell us a little bit about the
22 beer community during 2011?

23 A. I can tell you it was a lot smaller.

24 Q. Okay. And what do you mean by that?

0014

1 A. The number of breweries out there, the
2 number of brew pubs, it just -- it wasn't in as
3 dynamic a growth mode as I would say it is now.

4 Q. Yes.

5 A. But a few years ago, it was a very
6 small community, in my opinion. Everybody knew
7 somebody who was -- if you knew another brewery,
8 you would be able to call them up, talk to them.
9 It's a tight community. I mean, everybody helps
10 each other. And by using the word "community," I
11 really mean a community where we talk to brewers
12 about process, we talk to them about what's going
13 on in the industry. So it was smaller and more
14 intimate in 2011.

15 Q. And so let's say, for example, someone
16 else was selling beer in the Atlas name. Would
17 you be able to have known that pretty quickly?

18 A. Absolutely.

19 Q. And then you talked a little bit about
20 BeerAdvocate earlier today?

21 A. Yes.

22 Q. Can you tell us a little bit about who
23 BeerAdvocate is and what your relationship with
24 them was?

0015

1 A. I use it as a -- it's a website that
2 you can get on and look at all the different beers
3 that are out there. And it gives opinions on
4 different beers.

5 So that's always -- in fact, when we
6 name one of our brands, for example, like Atlas
7 Golden Ale, when we name one of our specific
8 brews, we get on there to see if there's anybody
9 out there.

10 Q. And in 2011 when you organized Atlas
11 Brewing Company, did you get on BeerAdvocate and
12 see if there was an Atlas name on there?

13 A. Yes, we did.

14 Q. Did you find anything?

15 A. There was no Atlas Brewing Company, no
16 Atlas beer of any kind for a brewery.

17 Q. And then you told us a little bit about
18 the community today. What lends to your
19 credentials in knowing a little bit more about the
20 beer community than, for example, me or someone
21 else?

22 A. It's my business to know. It's what we
23 do. We sort of live and breathe beer.

24 Q. Do you own any other restaurants?

0016

1 A. I do.

2 Q. Okay. And what other restaurants do
3 you own?

4 A. Okay. So I started in 1989. I had
5 another bowling alley called Southport Lanes
6 formed in '91. I've got to use the years, because
7 it makes it easier to remember. We have a couple
8 of other bowling lanes called Seven Ten Lanes, one
9 in Hyde Park, one in Lincoln Park. We have Daily
10 Bar and Grill in Lincoln Square, which we opened
11 in 2000. We have Firehouse Grill, which we opened
12 in 2000; New Line Tavern, which is down here in
13 the west loop, a breakfast spot called Waffle.
14 And I feel like I'm forgetting one, But I think
15 that's plenty.

16 Q. Do you buy beer for any of those spots?

17 A. All of them. We were one of the first
18 beers, for example -- first bars in Chicago to
19 have Goose Island, which was one of the first
20 craft beers in Chicago. The first.

21 Q. So is it safe to say that you've
22 purchased beers before?

23 A. Yes.

24 Q. You're intimately familiar with buying

0017

1 beers?

2 A. Very familiar.

3 Q. You're intimately familiar with brands

4 given all of the restaurants that you own?

5 A. Yes.

6 Q. Okay. Let's go back to talking about
7 the logistics of setting up Atlas Brewing Company.

8 So you told us today, again, that you
9 formed the company in May of 2011. And you told
10 us a little bit about some of the things that you
11 did in terms of buying equipment, is that correct?

12 A. That's correct.

13 Q. Okay. In terms of, you know, getting
14 the tanks and the equipment for Atlas Brewing, how
15 long did that process take you?

16 A. We started -- probably right after we
17 formed the company, we started getting bids from
18 the different suppliers out there. John and Ben
19 probably did more of that than I did. But I know
20 we had four or five, maybe even six different bids
21 for equipment from various suppliers across the
22 country.

23 Q. And you say we got bids. Who is "we"?

24 A. So the team, which was John and Ben,

0018
1 myself, and then my director of operations,
2 Greg Lamacki.

3 Q. And were you getting bids under
4 Steve Soble or Atlas Brewing?

5 A. Everything was under Atlas Brewing
6 Company.

7 Q. So when you were out there soliciting
8 bids from the equipment -- you know, equipment
9 suppliers, they knew "you," the "we," as Atlas
10 Brewing Company?

11 A. That's correct, yeah.

12 Q. I'm going to introduce what I'm going
13 to label as Opposer's Exhibit No. 6 into evidence.

14 (Opposer's Exhibit No. 6
15 marked for identification.)

16 BY MS. KHORSHID:

17 Q. I'm going to show you a contract.
18 Steve, are you familiar with this contract?

19 A. Yes.

20 Q. And how are you familiar with it?

21 A. I signed it. This is the contract
22 between Atlas Brewing Company and Premier
23 Stainless, who supplied our brewing equipment.

24 Q. Okay. And what was the date on that

0019
1 contract?

2 A. The date looks like October 28th of
3 2011.

4 Q. And who is the contract between?

5 A. It's between Premier Stainless and the
6 buyer, which is -- I signed it as the managing
7 member of Atlas Brewing Company, LLC. The actual

8 buyer on the contract is Seven Ten/Atlas Brewery.
9 Q. And then I don't know if I asked you
10 this. I'm sorry if I'm repeating myself.
11 But what was the date on that contract?
12 A. October 28, 2011.
13 Q. And how long after you organized the
14 company was that contract entered into?
15 A. Well, actually let me -- the date of
16 the contract -- I actually signed it on November
17 16, 2011.
18 Q. Okay. So how many months had elapsed,
19 approximately, from the date that you organized
20 Atlas Brewing Company?
21 A. So we organized in May. So that's
22 June, July, August, September, October,
23 November -- what's that, six months? Six months.
24 Q. And why did it take you that long?

0020
1 A. So it takes that long because --
2 obviously to do a good job researching the
3 different companies. But we also were in the
4 midst of forming the company. I mean, not
5 forming, but putting together the business plan.
6 We also were doing plans at the time.
7 So it took us that long because we didn't know
8 exactly how big we could get, how big the tanks
9 could be. So it took us probably that long just
10 to come up with a list of equipment that we could
11 fit in our space.
12 Q. And when you say "plans," what type of
13 plans are you talking about?
14 A. Specifically I'm talking about the
15 architectural plans.
16 Q. Okay. So you would have had to have
17 the architectural plans kind of cemented --
18 A. They were done.
19 Q. -- before you could enter into this
20 contract?
21 A. Yes. So they were done. We worked on
22 those, and those were probably finished by the
23 time we ordered everything, because you had to be
24 sure.

0021
1 Q. Okay. And how much was the value of
2 this contract that you entered into with Premier
3 Stainless?
4 A. \$184,745.
5 Q. And did you have to pay -- did you have
6 to make a payment on this contract?
7 A. We had to pay -- when we executed the
8 contract, we had to make a payment of \$46,000 and
9 some change.
10 Q. And Premier Stainless Systems, who did
11 they think that they were supplying the equipment

12 for?

13 A. Atlas Brewing Company.

14 Q. And not Seven Ten?

15 A. We only -- yeah. It was Atlas Brewing

16 Company at the time. That's who the -- like the

17 checking account, for example, it just says Atlas

18 Brewing Company.

19 Q. Okay. Thank you. Just one more thing

20 before we move on. Where is Premier Stainless

21 located?

22 A. They're in California.

23 Q. Did you enter into any other agreements

24 under the Atlas Brewing Company name? Do you

0022

1 remember?

2 A. I'm sure we did.

3 Q. Okay. I'm going to show you what I'm

4 going to label as Opposer's Exhibit No. 8.

5 MR. DANNENBERG: Are we on 8?

6 (Off record discussion.)

7 BY MS. KHORSHID:

8 Q. Let me rewind a little bit, Steve.

9 A. Okay.

10 Q. Going back to that Premier Stainless

11 Systems contract, you talked about that payment of

12 \$46,000 earlier today, is that correct?

13 A. That's correct.

14 Q. I'm going to show you what's labeled as

15 Opposer's Exhibit No. 7.

16 (Opposer's Exhibit No. 7

17 marked for identification.)

18 BY MS. KHORSHID:

19 Q. And are you familiar with this exhibit?

20 A. Yes.

21 Q. And how are you familiar with it?

22 A. That looks like our check stub.

23 Q. Okay. And what was the date of that

24 check stub?

0023

1 A. It matches up to the signature date of

2 11/16/2011.

3 Q. Okay. And what was the amount of that

4 payment?

5 A. \$46,186.25.

6 Q. And if you go to the bottom left-hand

7 side of that exhibit, who does it say remitted

8 payment?

9 A. It's Atlas Brewing.

10 Q. Does it say anything about Seven Ten on

11 the check?

12 A. No.

13 Q. And what's the number of that check?

14 A. Check number is 20002.

15 Q. And it's remitted to who?

16 A. Premier Stainless.
17 Q. Okay. Perfect.
18 Now I'm going to go to what's admitted
19 into evidence -- what is labeled as Opposer's
20 Exhibit No. 8.

21 (Opposer's Exhibit No. 8
22 marked for identification.)

23 BY MS. KHORSHID:

24 Q. I'm going to show you a document. Can
0024

1 you tell me what that is?

2 A. This is a management agreement,
3 licensing agreement.

4 Q. Okay. And what's the date on that
5 agreement?

6 A. January 1st of 2012.

7 Q. And who is the agreement between?

8 A. So this is made between Lucky Strike
9 Corporation, which is my corporation that actually
10 is the license holder at Atlas Brewing, and Atlas
11 Brewing Company, LLC.

12 Q. And when you say "the license holder,"
13 what do you mean by that?

14 A. What I mean is we have a retail liquor
15 license that's in a corporate name. And in 1995,
16 I formed a corp -- in 1994, I formed that
17 corporation of Lucky Strike Corp, when I was doing
18 a bowling alley called Lucky Strike Corp, which
19 owns the liquor license at the Lincoln Avenue
20 location.

21 Q. And why did you enter into a management
22 and licensing agreement with Atlas Brewing at that
23 time?

24 A. Because I'm the sole shareholder of the
0025

1 corporation. It's a liquor license that I have in
2 my name, and it's just easy to license as opposed
3 to forming -- going through and getting another
4 City of Chicago liquor license.

5 Q. So Atlas Brewing Company didn't have a
6 liquor license in January 2012?

7 A. No.

8 Q. And if Lucky Strike were to sell Atlas
9 Brewing's beer, is this what the license covered?

10 A. Covers everything -- in essence, what
11 it does is it just allows Atlas Brewing to conduct
12 business through my corporation, Lucky Strike
13 Corp. I have given the license for Atlas to do
14 whatever it wants with our license.

15 Q. Because Lucky Strike Corp owned the
16 liquor license, is that correct?

17 A. Yes, owns the retail liquor license.

18 Q. Okay. And at that time, Atlas Brewing
19 didn't have a liquor license or could not brew

20 beer, is that correct?
21 A. Correct.
22 Q. And who executed this contract?
23 A. I did.
24 Q. Okay. And do you own Lucky Strike
0026 Corporation?
1 A. I do.
2 Q. Are you the sole owner?
3 A. Sole owner.
4 Q. And are you the sole owner of Atlas
5 Brewing Company?
6 A. No.
7 Q. But are you the managing member?
8 A. I'm the managing member, and I own the
9 A shares, which is the only voting shares.
10 Q. And you were authorized to enter into
11 this contract?
12 A. Yes.
13 Q. I'm going to show you another
14 agreement, Steve. I'm going to label it Opposer's
15 Exhibit No. 9.
16
17 (Opposer's Exhibit No. 9
18 marked for identification.)
19 BY MS. KHORSHID:
20 Q. I'm going to show that to you. Are you
21 familiar with this document?
22 A. Yes.
23 Q. Can you tell us what it is?
24 A. It's a contract with Rewards Network.
0027
1 Q. Who is that?
2 A. Rewards Network is a company that --
3 they have dining members that dine at various
4 restaurants and get points -- miles, points,
5 things like that.
6 Q. What's the date of that contract?
7 A. May 22nd of 2012.
8 Q. And how do you know that?
9 A. It's written right here.
10 Q. And who is the legal name of the
11 merchant?
12 A. Atlas Brewing Company, LLC.
13 Q. What does it mean by "the merchant"?
14 A. That's the company that is doing the --
15 that takes the money from customers.
16 Q. And what is a Rewards dining credits
17 program agreement? Can you explain that to us?
18 A. Yes. So what they do -- it's a
19 marketing program along with a financing program,
20 so they basically give me -- in this case, the
21 contract said they give me \$50,000. And then I
22 give them back \$75,000 in dining credits from
23 their dining members.

24 If you're a Rewards Network, which I
0028
1 am -- I'm a Rewards Network user. So if I go to a
2 restaurant that's part of that, I get ten miles
3 for every dollar that I spend in the restaurant.
4 And what happens is Rewards Network actually takes
5 a portion of that money until they reach, in this
6 case, \$75,000 worth of dining credits.

7 Q. Okay. Now, I want to ask you a few
8 questions about, you know, the marketing services.

9 A. Uh-huh.

10 Q. First, are you in any way affiliated or
11 do you own any part of Reward Network
12 Establishment Services?

13 A. No.

14 Q. Okay. They're an independent third
15 party?

16 A. Yes.

17 Q. Would you call them a marketing
18 company?

19 A. Yes.

20 Q. Okay. Their membership is -- do you
21 know how many members they have?

22 A. I don't, but it's a lot. I mean, I
23 want to say across the country it's probably in
24 the millions.

0029

1 Q. So they're national?

2 A. They're national.

3 Q. Okay. And when you register with them,
4 does their national membership know you as Atlas
5 Brewing?

6 A. Immediately.

7 Q. And how does that happen?

8 A. They have a website, and then they
9 have -- they broadcast blasts, email blasts to
10 their members, hey, look for this, this is a new
11 restaurant in our portfolio of Rewards Network
12 restaurants.

13 Q. And did their membership know you as
14 Atlas Brewing Company?

15 A. Yes.

16 Q. And did you check on the fact that they
17 knew you?

18 A. I just -- because, yeah, I mean, I
19 could see their Rewards Network website and saw
20 that we were there. And they were broadcasting
21 that we were part of the network.

22 Q. Okay. And how long was this contract
23 for?

24 A. It goes on until you basically pay back

0030

1 the dining credits, which we already did. And
2 then we signed up again, and we're at the end of

3 our -- we're ending that actually now, two years
4 later.

5 Q. And that happened, you know, less than
6 a -- you know, less than a year after you
7 basically organized, is that correct?

8 A. Yeah. It looks like we organized on
9 May 26th. It was almost exactly a year after we
10 organized.

11 Q. Okay. No further questions about this
12 exhibit.

13 Along this same lines of, you know,
14 marketing and the Rewards Network agreement, did
15 you -- let's talk a little bit about your
16 marketing and public relations efforts in Chicago
17 and then maybe nationally.

18 In Chicago, did you enlist the services
19 of any marketing or public relations firm to do
20 any marketing?

21 A. We didn't hire an outside firm.

22 Q. How did you do most of the marketing?

23 A. Most of our marketing -- well, the
24 Rewards Network part of it, obviously, we have

0031
1 social media like Twitter and Facebook and
2 developing our website.

3 Q. Do you have people in the company, in
4 Atlas Brewing, devoted to marketing or public
5 relations?

6 A. Yeah. I think primarily it's John and
7 Ben Saller were part of that as well as we have an
8 in-house promotion marketing person who works in
9 the office.

10 Q. And what does the in-house promotion
11 marketing person do?

12 A. He'll do printed material. He'll help
13 with whatever marketing material we have going
14 out, talking to customers, former customers that
15 we have for parties, things like that.

16 Q. Okay. And then when you came up with
17 the Atlas name after, you know, you did your
18 historical research, did you have anyone develop a
19 logo for you?

20 A. Yes.

21 Q. Okay. Who developed your logo?

22 A. Randy Mosher is his name.

23 Q. Who is Randy Mosher?

24 A. So Randy Mosher I have known -- he

0032
1 developed my first logo. He is actually an expert
2 on home brewing and also in the brewing industry.
3 He does a lot of artwork for other breweries.

4 Q. Okay. Do you know -- why did you
5 choose Randy?

6 A. Because he is -- I think if you had to

7 choose someone that's a foremost expert in craft
8 beer in logo design, he's the guy. He's just --
9 he knows more about beer than anybody I've ever
10 met.

11 Q. And had Randy ever developed another
12 logo by the name of Atlas for anyone else?

13 A. No.

14 Q. Do you know if he had any knowledge of
15 anyone --

16 A. He had no knowledge of anyone --

17 MR. DANNENBERG: Objection, calls for
18 speculation.

19 THE WITNESS: Well, I do want to point
20 out in my conversations with Randy, we did
21 talk about other breweries.

22 BY MS. KHORSHID:

23 Q. Personal knowledge?

24 A. Yes.

0033

1 Q. You can talk about what conversations
2 you had.

3 A. As an aside about Randy, I actually was
4 trying to work with him on a brewery back in 1995,
5 and we were going to be in the Ravenswood
6 neighborhood. And I bring this up because I think
7 it's kind of interesting.

8 So we ended up not doing it, but we
9 wanted to use Ravenswood Brewery, because we were
10 on the street Ravenswood. And I just remember
11 Randy said, you can't do that, there's a winery
12 that's out there called Ravenswood. Okay, next.
13 So we were looking at different -- I think at the
14 time we were going to call it Big City Beer. That
15 was our working name.

16 Q. I'm going to show you what I'm going to
17 label as Opposer's Exhibit No. 10. It's a little
18 bit about going back to, you know, Randy Mosher.

19 (Opposer's Exhibit No. 10
20 marked for identification.)

21 BY MS. KHORSHID:

22 Q. Here you go. Now, this is a packet of
23 documents?

24 A. Uh-huh.

0034

1 Q. Can you count how many pages there are
2 in front of you?

3 A. Sure. There's one, two, three, four,
4 five, six, seven.

5 Q. Okay. And just to be clear, it's
6 labeled A 17 on the side to A 24, is that correct?

7 A. That's correct.

8 Q. Okay. So we're going to focus on the
9 A 17 page --

10 A. Okay.

11 Q. -- of Opposer's Exhibit 10. What is
12 that, Steve?

13 A. So this is an email from Randy to me of
14 February of 2012, and he talks about the cleaned
15 up logo and details, black and white, small size
16 and adjusted to, as he puts it, smooshed together
17 when used in small sizes.

18 Q. And you said the date was February 14,
19 2012?

20 A. Correct.

21 Q. Okay. And had you and Randy started
22 working on February 14, 2012?

23 A. No. We started working in the end of
24 2011, actually.

0035
1 Q. And what was Randy's primary job in
2 working with you on this logo?

3 A. He was the developer of the logo. He
4 was actually writing a book on brewing in the
5 fall, so he had to -- he actually -- we started
6 working on the logo probably around November. He
7 was finishing up a book.

8 Q. November of 2011?

9 A. '11, yes.

10 Q. Okay. Just to be clear.

11 A. Yes. And then he finally got us some
12 things, and this is pretty much the final version
13 in February.

14 Q. Okay. If you can turn to the page
15 that's labeled A 18, still part of Opposer's
16 Exhibit No. 10.

17 A. A 18?

18 Q. Yes. So the second page of that
19 packet.

20 A. Okay.

21 Q. Is that the logo that you were talking
22 about in the email?

23 A. Yes.

24 Q. Okay. And can you tell us a little bit

0036
1 about this logo? So, for example --

2 A. So it's the word Atlas, and then the
3 T is really exaggerated to really sort of give you
4 sort of the perception of the Atlas holding up the
5 globe. That's sort of the starting point. The T
6 is really sort of a person. So it's Atlas, and
7 then in smaller letters, Brewing Company.

8 Q. You told us a little bit about you
9 coming up with the name Atlas based on, you know,
10 Chicago history and historical research.

11 A. Yes.

12 Q. Can you tell us a little bit if that
13 sort of, you know, inclination is woven into the
14 logo or what were you thinking when you and Randy

15 came up with that logo?
16 A. So, obviously, the name Atlas, there's
17 a couple different -- in addition to it being a
18 historical brewery, you've got the other meaning
19 of sort of the Greek mythology, and then you also
20 have the idea of maps. Because you have an atlas,
21 you can look up a map.

22 So this is sort of a globe/gyroscope as
23 part of the logo accentuating this whole idea of
24 Greek mythology. So it gives us -- we thought it

0037

1 gives us the ability to do a lot of different
2 things, focus on Chicago history, Chicago
3 geography, and then also mythology.

4 Q. How much time and effort went into the
5 name and the logo?

6 A. This is the result of months of work.

7 Q. Okay. And why was it months of work?

8 A. It's months because you -- it takes
9 time to develop something, to develop the idea
10 behind it, the story that you're doing. And this
11 same concept flows through in the design of the
12 actual brew pub.

13 Q. Okay. And to design that logo and come
14 up with all of -- you know, to expend all that
15 time and effort, did it cost you a lot of money?

16 A. I don't know the exact cost, but, yeah,
17 it did. It cost money to develop.

18 Q. Okay. Do you know approximately how
19 much it cost you?

20 A. To develop the logo?

21 Q. Yes, to develop the logo, the research.

22 A. I don't even know if I could put a
23 dollar figure on it. I don't charge for my time.

24 Q. Yes.

0038

1 A. You know, Randy is probably at \$5,000
2 or \$6,000.

3 Q. Okay. I want you to turn to the same
4 exhibit, but labeled A 19 in the right-hand
5 corner.

6 A. Uh-huh.

7 Q. What is that, Steve?

8 A. Okay. So we started out, as we do,
9 with black and white. And then -- so you've got
10 the final logo. And then Randy wanted to -- we
11 asked him to come up with some things for color.
12 So he wrote us an email about how to add color to
13 the logo.

14 Q. So that email was from Randy to whom?

15 A. To me.

16 Q. Okay. And what was the subject of that
17 email?

18 A. Subject is Atlas logo.

19 Q. And what was the date on that?
20 A. March 13th of 2012.
21 Q. And then just read the email to
22 yourself, but what is it basically talking about?
23 A. Talks about adding color to the logo.
24 Q. And why did you want to add color?
0039
1 A. Well, black and white is one thing, but
2 we're going to have color copies of our logo, and
3 eventually we're going to be packaging shirts.
4 Everything is going to be in color. It's not just
5 going to be black and white.
6 Q. And did you and Randy go through
7 several iterations of the logo?
8 A. Yes.
9 Q. Okay. And if you could turn to
10 Opposer's Exhibit No. 10, A 20, are those some of
11 the iterations?
12 A. Yes. So those are adding some color.
13 I'm guessing that a lot of these other ones,
14 although they're in black and white, they're
15 different versions of color.
16 Q. And when you're talking about the other
17 ones, are you referring to the other iterations on
18 A 21 through A 24?
19 A. Yes.
20 Q. So in total, how many of them are
21 there? Could you please count?
22 A. There are 11 different versions in
23 color.
24 Q. Am I correct to say that you and Randy
0040
1 really put a lot of time and effort into coming up
2 with the logo?
3 A. Absolutely, yes.
4 Q. And how about coming up with the name?
5 How long do you think it took you between the
6 research, between working with Randy, between
7 talking to Ben and John? How long do you think it
8 took you to come up with the name and the logo?
9 A. I think it probably took us a
10 year-and-a-half from the time we started, from
11 name, idea, to logo, a year-and-a-half later.
12 Q. And then when you say, "from the time
13 we started," are we talking from the time that you
14 filed at Atlas Brewing or from the time that you
15 came up with the concept?
16 A. From the time we came up -- that's
17 probably from the time we came up with the
18 concept.
19 Q. And you told us that that was what
20 date?
21 A. We started talking about it in 2010.
22 So 2010 concept to 2012 finished logo. So almost

23 two years.
24 Q. And when you finally finalized the logo
0041
1 and the colors, when do you think that was?
2 A. Probably with this email. Probably
3 March of 2012 would be my guess, this second
4 email.
5 Q. So is it safe to say that it was a
6 labor of love?
7 A. Oh, absolutely.
8 MR. DANNENBERG: Objection, leading.
9 BY MS. KHORSHID:
10 Q. Took a lot of time?
11 A. Took a lot of time, yes.
12 Q. Okay.
13 A. And a lot of effort and a lot of
14 energy.
15 Q. Okay. Thank you. Going along the same
16 lines -- okay. So we talked about creating the
17 logo and developing the name.
18 Did you get any sort of publicity
19 regarding Atlas or Atlas Brewing at the time?
20 A. I'm sure we did. I don't remember the
21 specifics, but I know people were talking about
22 Atlas.
23 Q. Were you written up in Eater at all?
24 A. Yes. We were definitely coming soon in
0042
1 Eater. And I know other publications were talking
2 about breweries coming, brew pubs coming.
3 Q. Did you create any letterhead bearing
4 the Atlas name?
5 A. Yes.
6 Q. Business cards?
7 A. Business cards, yes, T-shirts.
8 Q. So was it after you formalized the
9 logo?
10 A. After we formalized the logo, yes.
11 Q. Anything else that had the, you know,
12 Atlas name besides the business cards and the
13 letterhead?
14 A. Menu development, signs. We were
15 working on -- after we developed the logo, we had
16 to get a sign. And then we had merchandise,
17 things like that.
18 Q. And when you say the sign, is that the
19 sign -- what sign are you talking about?
20 A. The sign on our storefront.
21 Q. And how big is that sign?
22 A. So there's actually two signs. One is
23 on the face of the building, which is probably
24 about maybe eight or ten feet long, and then
0043
1 there's a sign that comes off the building, which

2 we internally call that a blade sign that comes
3 off the building, perpendicular to the building.
4 That's probably three feet by four feet.
5 Q. Okay. Let's dissect that a little bit.
6 When you say in front of the building,
7 where is front of?
8 A. Front of the building on Lincoln
9 Avenue, 2747 North Lincoln.
10 Q. Is Lincoln Avenue a busy street?
11 A. Yes.
12 Q. I know you're not an expert in counting
13 cars, but generally is there a lot of traffic on
14 Lincoln Avenue?
15 A. There is a lot of traffic on Lincoln.
16 It's a highly-traveled street.
17 Q. If I was sitting in my car, would I be
18 able to see it?
19 A. Yes.
20 MR. DANNENBERG: Calls for speculation.
21 MS. KHORSHID: It's his personal
22 knowledge. I mean, he can say if he thinks.
23 THE WITNESS: When I'm in my car on
24 Lincoln Avenue, I definitely see the sign.

0044
1 BY MS. KHORSHID:
2 Q. When did the sign go up on Lincoln
3 Avenue?
4 A. I do not recall.
5 Q. Do you think it went up in 2011?
6 A. No. It went up in 2012.
7 Q. Mid, late, early?
8 A. Right around the time we were getting
9 ready to get open.
10 Q. Was that around the time that you filed
11 the articles of organization?
12 A. No. So articles of organization was
13 in '11. We had the sign up in May of 2012.
14 Q. Okay. Are you familiar with applying
15 for a brewer's license?
16 A. Yes.
17 Q. And how are you familiar with that?
18 A. So I filed for the -- they call it a
19 brewer's notice, a federal brewer's notice. So I
20 applied for that myself.
21 Q. Do you remember when you started
22 applying for a brewer's license? Is that for
23 Atlas?
24 A. That's for Atlas, yes, for Atlas

0045
1 Brewing Company somewhere around the time of, I
2 want to say, about February of 2012.
3 Q. Okay. So you began getting the
4 application materials together?
5 A. Yes.

6 Q. You said you applied for your own
7 application today?

8 A. Yes.

9 Q. Okay. And the documents that the --
10 first, who did you apply to?

11 A. So I applied to the TTB.

12 Q. And the documents that the TTB
13 requests, are they one or two documents?

14 A. No. There's a lot of documents.
15 You've got to have the personal information, the
16 plans for where the brewery is.

17 Q. And one second, Steve. By plans you
18 mean architectural?

19 A. Architectural plans. You need to have
20 a permit to do -- you need to show that you got a
21 permit for your architectural plans. You need to
22 have all the licensing in place from the local
23 authorities, which would mean the City of Chicago.
24 And in this case -- well, we had a state liquor

0046
1 license to sell alcohol, but you can't get the
2 state brewer's license until you have the federal.
3 The federal is really the trigger to get the state
4 brewer's license.

5 Q. Is it safe to say that, you know, at
6 the city level, you know, the city knew that you
7 were applying for a brewery called Atlas?

8 A. Yes.

9 Q. Okay. I'm going to show you what's
10 going to be labeled as Opposer's Exhibit 11.

11 (Opposer's Exhibit No. 11
12 marked for identification.)

13 BY MS. KHORSHID:

14 Q. Are you familiar with this document?

15 A. Yes.

16 Q. And what is it, Steve?

17 A. So this is from the TTB to me that told
18 me that I was assigned a new tracking number for
19 my brewer's notice.

20 Q. And what does that mean?

21 A. So that means that I'm in the system,
22 and they're going to start investigating me and
23 the brewery.

24 Q. Okay. And when you're in the system,

0047
1 is it you, Steve Soble, or is it Atlas Brewing
2 Company?

3 A. Well, it's Atlas. In this case,
4 actually, the license entity is Lucky Strike Corp
5 doing business as Atlas.

6 Q. Okay.

7 A. So that's who it was.

8 Q. And why did you use Lucky Strike?

9 A. Because it has to match up to the local

10 liquor license.
11 Q. Okay. And what was the date of that
12 email?
13 A. This is dated April 2nd of 2012.
14 Q. And when you filed this application
15 with the TTB, what was the name of the beer that
16 you told them that you were going to sell?
17 A. Atlas. Atlas Brewing Company.
18 Q. Okay. Now I'm going to show you what
19 is labeled as Opposer's Exhibit No. 12.
20 (Opposer's Exhibit No. 12
21 marked for identification.)
22 BY MS. KHORSHID:
23 Q. Steve, could you tell me what that is?
24 A. Yes. This is our surety bond that we
0048
1 need to have for the Department of the Treasury.
2 Q. And how did you get this surety bond?
3 A. I had to go through my insurance agent,
4 who got it from Western Surety Company.
5 Q. Okay. And what's the legal name of the
6 business that this surety bond is?
7 A. Atlas Brewing Company, LLC.
8 Q. And what was the date on that?
9 A. March 7th of 2012.
10 Q. And how much did you pay for the surety
11 bond?
12 A. I do not recall. It's a bond in the
13 value of \$1,000, but I don't remember what it cost
14 me.
15 (Opposer's Exhibit No. 13
16 marked for identification.)
17 BY MS. KHORSHID:
18 Q. I'm going to show you what's labeled as
19 Opposer's Exhibit 13.
20 And, Steve, what is that document?
21 A. This is the bond from Western Surety
22 Company.
23 Q. Okay. And we talked about Western
24 Surety a couple of minutes ago. Is that the same
0049
1 Western Surety that was written in the original
2 surety bond?
3 A. Yes.
4 Q. And does that correspond to the
5 application for Atlas Brewing Company?
6 A. Yes, it does.
7 Q. Okay. And what was the date on that
8 bond?
9 A. So this bond is dated May 23rd of 2012.
10 Q. Okay. And who procured all of the
11 insurance?
12 A. I did through my agent.
13 Q. Okay. Before we move on, the other

14 thing I want to talk to you about is we talked
15 about plans earlier today.
16 Did you enlist an architect to do your
17 architectural plans?
18 A. Yes.
19 Q. Did that cost you money?
20 A. Yes.
21 Q. Approximately how much did it cost you?
22 A. Probably \$45,000, \$50,000.
23 Q. Okay. And was that in the name of
24 Atlas Brewing Company?

0050

1 A. Yes.
2 Q. And was that an expense that Atlas
3 Brewing Company, LLC incurred?
4 A. Yes.
5 Q. Okay. Did you file any D/B/As for
6 Atlas in the State of Illinois?
7 A. I believe I did.
8 Q. I'm going to show you what's labeled as
9 Opposer's Exhibit No. 14.

10 (Opposer's Exhibit No. 14
11 marked for identification.)

12 BY MS. KHORSHID:

13 Q. Do you remember this email?
14 A. Yes.
15 Q. What's the date of that email?
16 A. The date is April 6th of 2012.
17 Q. And who is that email from?
18 A. So it's from the State of Illinois,
19 ecommerce@ilsos.net. I'm not sure what that
20 stands for, but it's basically from the Secretary
21 of State's office for the State of Illinois.
22 Q. And it says a proposed new name?
23 A. Yes.
24 Q. It says what?

0051

1 A. It says Atlas/Seven Ten.
2 Q. Can you tell us a little bit about that
3 email and why it's Atlas/Seven Ten?
4 A. So, as I mentioned, our liquor license
5 is in the name of Lucky Strike Corp. And this
6 one, the business that was doing -- the business
7 entity is Atlas Brewing Company, LLC. So I wanted
8 to get the name change for commerce to say
9 Atlas/Seven Ten so it would reflect that we were
10 operating a business with the name Atlas. And
11 obviously there is also a business with the name
12 Seven Ten all operating within the same Atlas
13 Brewing Company, LLC.
14 Q. And there's a second document attached
15 to what is Opposer's Exhibit 14 labeled A 26. Do
16 you see that?
17 A. Yes.

18 Q. And what is that document?
19 A. So this is the approve the application
20 to adopt an assumed name for Atlas Seven Ten.
21 Q. And you told us today the reason that
22 you had to set up Atlas/Seven Ten is because Lucky
23 Strike had the liquor license, is that correct?
24 A. Yes. So there's a couple -- there's a
0052
1 bunch of different entities associated with this,
2 but the bottom line is in order to do business out
3 of -- which we were doing business -- the business
4 was being run out of Atlas Brewing Company, LLC.
5 We also have a bowling alley called Seven Ten
6 which is part of the business.
7 Q. Okay.
8 A. So to a customer, if someone either,
9 like, charges something on a credit card, it will
10 says Atlas and Seven Ten to make sure that they
11 know that it's from that business.
12 Q. Okay. Just so I'm clear --
13 A. Yes.
14 Q. So your email address is
15 ssoble@sparetimechicago.com on that email,
16 correct?
17 A. That's correct.
18 Q. Is Spare Time Chicago Lucky Strike or
19 Seven Ten?
20 A. No. Spare Time Chicago is a made-up
21 name for another entity that I have called
22 Southport Lanes, Inc.
23 Q. Okay.
24 A. And we do business as Spare Time to
0053
1 sort of -- as a marketing thing to let people know
2 that we're all part of the same group.
3 Q. Okay. So Seven Ten is a separate
4 entity from Atlas, correct?
5 A. Seven Ten is -- no, it's not. It's
6 actually the same.
7 Q. So it's one in the same?
8 A. It's the same entity in this case, yes.
9 Q. But Atlas Brewing Company, LLC is a
10 separate entity?
11 A. That's a separate entity from all of my
12 other businesses.
13 Q. Okay.
14 A. And it includes Seven Ten operations
15 and Atlas, because it's the same business.
16 Q. Okay. So it's kind of like more so
17 it's its own entity, and Atlas Seven Ten is its
18 own entity, and Lucky Strike is its own entity?
19 A. Well, they're separate business
20 entities, but to the customer, it's just one
21 business.

22 Q. Okay.
23 (Opposer's Exhibit No. 15
24 marked for identification.)

0054

1 BY MS. KHORSHID:

2 Q. I'm going to show you what's marked as
3 Opposer's Exhibit No. 15. Do you recognize this?

4 A. Yes.

5 Q. What is it?

6 A. So this is the City of Chicago D/B/A
7 form.

8 Q. Okay.

9 A. And this one is in -- it's the Lucky
10 Strike Corp, which is the retail -- All of my
11 retail licenses have to be in the name that I tell
12 the customers that we're in, the D/B/A.

13 Q. Okay. It's a D/B/A. But it's
14 basically a business license?

15 A. This is a business license, yes.

16 Q. And that business license is for the
17 Lucky Strike Corporation, correct?

18 A. The Lucky Strike Corp, which has the
19 licensing agreement.

20 Q. And you said today the Lucky Strike
21 Corp is the only corporation that has a liquor
22 license, right?

23 A. Correct.

24 Q. Okay. And the D/B/A is Seven

0055

1 Ten/Atlas, correct?

2 A. Correct.

3 Q. And what's the date on the license?

4 A. So this is dated April 30, 2012.

5 Q. Okay. And the City of Chicago at that
6 time knew that Lucky Strike Corporation was doing
7 business as Seven Ten/Atlas?

8 A. Correct.

9 Q. Why did you put Seven Ten/Atlas?

10 A. Because I couldn't have the same name
11 for an LLC in the state office as I did for a
12 corporation, so I had to reverse them.

13 Q. Okay.

14 A. It's as simple as that.

15 Q. Oh, okay. Because you filed as Atlas
16 Brewing Company?

17 A. The Brewing Company is Atlas/Seven Ten,
18 and Lucky Strike Corp is Seven Ten/Atlas.

19 Q. Okay. Perfect. Thank you.

20 I'm going to introduce what's labeled
21 as Opposer's Exhibit 16.

22 (Opposer's Exhibit No. 16
23 marked for identification.)

24

0056

1 BY MS. KHORSHID:

2 Q. Steve, are you familiar with this
3 document?

4 A. Yes.

5 Q. What is it?

6 A. So this is from the State of Illinois
7 that let's me have an assumed name for my
8 corporation.

9 Q. And when you say "this is," is it a
10 cover letter?

11 A. This is a letter from the office of the
12 Secretary of State, yes.

13 Q. Okay. And this exhibit has two pages,
14 is that correct?

15 A. That's correct.

16 Q. Okay. And just focussing on page A 29
17 of Opposer's Exhibit 16, what's the date on that?

18 A. That's May 29, 2012.

19 Q. So is it safe to say that on May 29,
20 2012 the State of Illinois knew that you were
21 doing business as Seven Ten/Atlas?

22 A. When it comes to Lucky Strike Corp,
23 yes.

24 Q. Okay. If you can turn to the same

0057
1 exhibit, but labeled A 30.

2 A. Yes.

3 Q. What's the date on that?

4 A. So this is dated 5/29 of 2012.

5 Q. And when it says -- has it been filed?

6 A. It was filed, yes.

7 Q. And filed with who?

8 A. The Secretary of State, Jesse White.

9 Q. And what is the corporate name on that
10 application to adopt a change?

11 A. This is the Lucky Strike Corp adopting
12 the name of Seven Ten/Atlas.

13 Q. Okay. And who signed that?

14 A. I did.

15 Q. And with respect to Lucky Strike, what
16 are you?

17 A. I'm the president of Lucky Strike Corp.

18 Q. Okay.

19 A. One more thing. This was dated April
20 25th of 2012.

21 Q. Okay.

22 A. And then the Secretary of State stamped
23 it May 29th.

24 Q. Okay. Did you pay any taxes in the

0058
1 name of Atlas/Seven Ten?

2 A. Yes.

3 (Opposer's Exhibit No. 17
4 marked for identification.)

5 BY MS. KHORSHID:

6 Q. I'm going to introduce what's labeled
7 as Opposer's Exhibit No. 17.

8 Are you familiar with this document?

9 A. Yes.

10 Q. What is it?

11 A. So this is a sales tax form that we
12 have to file monthly.

13 Q. And how are you familiar with it?

14 A. We file it every month, and I signed
15 it.

16 Q. And did you file sales tax every month
17 under the name Atlas/Seven Ten?

18 A. So this one -- okay. So because our
19 license is in the name of Lucky Strike Corp, we
20 file all our taxes in that name as well.

21 Q. Okay. And these taxes are for what?

22 A. These are sales taxes.

23 Q. Do they represent any sort of alcoholic
24 liquor purchases?

0059

1 A. Yes.

2 Q. At this time, were you selling beer
3 under the Atlas name?

4 A. Well, we were selling beer, you know,
5 at retail, like beer for sale like we would do in
6 our business. Is that what you mean?

7 Q. No, using the name Atlas.

8 A. Using the name Atlas. We weren't
9 selling Atlas branded beer at this point.

10 Q. Okay. What's the date on this sales
11 tax return?

12 A. This is for May of 2012.

13 Q. Okay. So at that time, you weren't
14 selling for profit, right?

15 A. We weren't selling Atlas -- we weren't
16 allowed to sell Atlas beers at that time, but we
17 were selling, you know, other beers, restaurant
18 food and bowling.

19 (Opposer's Exhibit No. 18
20 marked for identification.)

21 BY MS. KHORSHID:

22 Q. Okay. I'm going to show you another
23 document which I've labeled as Opposer's
24 Exhibit 18.

0060

1 Are you familiar with that document?

2 A. Yes.

3 Q. And how are you familiar with it?

4 A. So that is a contract between Atlas
5 Brewery and Contract Industries who provided us
6 furniture, booths.

7 Q. Okay. Is that your signature at the
8 bottom?

9 A. Yes.
10 Q. So I'm assuming you signed this
11 contract?
12 A. Yes.
13 Q. And Contract Industries provided you
14 booths for Atlas Brewing?
15 A. Yes.
16 Q. And what did you purchase under this
17 contract?
18 A. We purchased booths, two single booths,
19 five doubles, and two U-shaped booths.
20 Q. And what was the date of that contract?
21 A. The contract is dated April 11th. I
22 signed it on April 16th of 2012.
23 Q. And how much was the value of that
24 contract? How much did you pay them or were

0061

1 required to pay them?
2 A. The total price was \$30,042.
3 Q. And that was all for Atlas, correct?
4 A. All for Atlas.
5 Q. Okay. Just to be clear, Steve, who is
6 the letter addressed to?
7 A. Atlas Brewery.
8 Q. Okay. Now, we talked about the signs,
9 and the signs on Lincoln Avenue. So I'm assuming
10 you commissioned signs to be made?
11 A. Yes.
12 Q. Did you do that or did someone else at
13 Atlas Brewery?
14 A. I did that.

15 (Opposer's Exhibit No. 19
16 marked for identification.)

17 BY MS. KHORSHID:

18 Q. I'm going to introduce what's labeled
19 as Opposer's Exhibit No. 19.

20 Are you familiar with this document?

21 A. Yes.

22 MR. DANNENBERG: Can you give me one
23 minute to read this document?

24 MS. KHORSHID: Sure, absolutely.

0062

1 MR. DANNENBERG: I note my objection to
2 this document as being an unproduced document
3 that would be responsive to at least one of
4 our discovery requests.

5 MS. KHORSHID: I believe we did produce
6 that.

7 MS. KING: I've never seen that.

8 MR. DANNENBERG: I maintain my
9 objection.

10 MS. KHORSHID: Okay.

11 BY MS. KHORSHID:

12 Q. We talked about -- moving forward, what

13 is that document, Steve?
14 A. So this is a rendering of the signs I
15 talked about before on the -- that would go on the
16 building at 2747 North Lincoln.
17 Q. Who is the company that you contracted
18 with?
19 A. Best Neon Sign Company.
20 Q. Okay. And what was the date that, you
21 know, they were contracted?
22 A. April 27th of 2012.
23 Q. And what did you contract them to do?
24 A. So I contracted them to produce two

0063

1 signs, one on the face of the building, which I
2 think I mentioned earlier, was about eight feet
3 long. That was an illuminated sign. And then
4 there was what I called the blade sign, which
5 hangs perpendicular to the building, which is
6 actually two feet six by four. I said three. I
7 was close.
8 Q. But you were the person that contracted
9 with Best Neon Sign Company?
10 A. I did, yes.
11 Q. You talked to them about putting up the
12 sign?
13 A. Yes, I did.
14 Q. Okay. And were they eventually the
15 sign company that put up the signs for Atlas?
16 A. Yes.
17 Q. Now, part of, you know, having a sign
18 in general is you would have to get some sort of
19 approval with the City of Chicago, is that
20 correct?
21 A. That's correct.
22 Q. Okay. Especially if you have a sign on
23 Lincoln Avenue that's eight feet tall?
24 A. Especially.

0064

1 Q. Or if you have a blade sign that, you
2 know, kind of goes over the public way, is that
3 correct?
4 A. Yes, that's correct.
5 Q. And are you familiar with the process
6 of applying for a sign with the City of Chicago?
7 A. Yes.
8 Q. Do you have to file a formal
9 application to get a sign permit?
10 A. So the sign company usually takes care
11 of that.
12 Q. Okay.
13 A. But I know you have to file a public
14 way permit, because you have to pay an annual fee
15 for that.
16 Q. Okay. I'm going to introduce what's

17 labeled as Opposer's Exhibit No. 20.
18 (Opposer's Exhibit No. 20
19 marked for identification.)
20 BY MS. KHORSHID:
21 Q. Is this the public way application that
22 you're talking about?
23 A. Yes.
24 MR. DANNENBERG: Same objection. We've
0065
1 never seen this document, and it would have
2 been responsive to at least one document
3 request.
4 MS. KHORSHID: Okay. I'm just going to
5 go forward.
6 BY MS. KHORSHID:
7 Q. So any time you put up a sign in the
8 City of Chicago that hangs over the public way,
9 are you legally required to obtain a sign permit?
10 A. Yes.
11 Q. And how do you know that?
12 A. You cannot put up a sign without a
13 permit.
14 Q. Okay. Do your other restaurants have
15 signs in which case you've had to apply?
16 A. Yes. I've done it before.
17 Q. Okay. So if I put up a sign that says
18 Atlas and it's over the public way, I wouldn't be
19 able to put it up unless I have a sign permit, is
20 that correct?
21 A. That's correct.
22 Q. Okay. And could I obtain these
23 documents generally? Are they in the public
24 domain?
0066
1 A. I think you can get copies of this if
2 you file a Freedom of Information request.
3 Q. Okay. What's the date of your sign
4 application?
5 A. April 27th of 2012.
6 Q. And who signed it?
7 A. I did.
8 Q. And did you personally file this?
9 A. Yes.
10 Q. Okay. The sign application has how
11 many pages?
12 A. Seven.
13 Q. Okay. If we go to what's labeled as
14 page five of seven in Opposer's Exhibit No. 20 --
15 A. Yes.
16 Q. -- it talks about the streets where the
17 sign is on.
18 What streets do they mention?
19 A. Lincoln Avenue.
20 Q. And when it says describe in detail how

21 the public way is to be used together with a
22 description of the location, is there any mention
23 of the Atlas name?

24 A. Yes.

0067

1 Q. Okay. And what does it say?

2 A. It says, see sketch: Atlas 2.

3 Q. Okay. What else does it say about the
4 sign?

5 A. It says, two signs project over the
6 public way.

7 Q. And you told us today that this -- you
8 could fill out a FOIA and request this
9 information?

10 A. I think everything that you do with the
11 city is public information.

12 Q. Okay.

13 (Opposer's Exhibit No. 21
14 marked for identification.)

15 BY MS. KHORSHID:

16 Q. I'm going to introduce what's labeled
17 as Opposer's Exhibit No. 21. I'm going to show
18 that to you.

19 Steve, are you familiar with this
20 document?

21 A. Yes.

22 Q. What is it?

23 A. This is from the City of Chicago
24 Department of Business Affairs of the public way

0068

1 use unit.

2 Q. And do you remember the public way
3 application we just talked about right now?

4 A. Yes.

5 Q. Is that related to this document?

6 A. Yes. You have to get a right of public
7 way in order to do the sign. So we started
8 this -- it looks like this was an ordinance passed
9 in November of 2011 to allow us to go over the
10 public way.

11 Q. Okay. And when was this letter printed
12 from the City of Chicago?

13 A. It was printed on May 3rd of 2012.

14 Q. Okay. And who is it addressed to?

15 A. It's addressed to Seven Ten/Atlas, care
16 of, at the time, my assistant C.C. Grant, 2747
17 North Lincoln in Chicago.

18 Q. And when was this approval issued?

19 A. It was printed on May 3rd, but it looks
20 like -- according to this, it looks like the
21 ordinance was passed on November 2nd of 2011.

22 Q. But it was issued on what date?

23 A. It was issued on May 3rd of 2012.

24 Q. Okay. And essentially what does this

0069

1 let you know you can do?

2 A. It let's you know that you can put a
3 sign over the public way.

4 Q. And when you can put a sign, does that
5 mean you, personally, or Atlas can put up a sign?

6 A. It means Atlas, the business.

7 Q. Okay. And then is that regarding the
8 signs that we just talked about, the Atlas signs?

9 A. Yes.

10 Q. Okay. Had you applied for any other
11 signs for any of your other businesses at this
12 time?

13 A. Not at this time.

14 Q. Okay. But this was only regarding the
15 Atlas?

16 A. It was only regarding the business,
17 yes.

18 Q. Not Lucky Strike?

19 A. No.

20 Q. Not Seven Ten?

21 A. No.

22 Q. Just the Atlas signs?

23 A. Just to clarify, we already had a
24 public way permit for the Seven Ten sign.

0070

1 Q. But you didn't have one for Atlas, and
2 this was --

3 A. Because it was a new sign.

4 Q. And so part of getting this approval
5 letter would have required you to file the
6 pictures with the city alongside that application,
7 is that correct?

8 A. That's correct.

9 Q. Okay. I'm going to rewind a little bit
10 and talk to you about the architect plans.

11 You told us today that they cost you
12 about \$45,000 to \$50,000, correct?

13 A. I seem to recall. I don't know the
14 exact number.

15 Q. Okay. Do you remember working with an
16 architectural firm at all?

17 A. Yes.

18 Q. And what was the name of that firm?

19 A. Barker Nestor.

20 Q. Okay. Why did you choose them?

21 A. I always use Barker Nestor.

22 Q. Do they do a lot of hospitality
23 projects?

24 A. They do a lot of hospitality. They've

0071

1 done most of mine.

2 Q. Okay. Do they do breweries?

3 A. This was actually their first brewery.

4 They've done several.

5 Q. I'm going to introduce what's going to
6 be labeled as Exhibit 22.

7 (Opposer's Exhibit No. 22
8 marked for identification.)

9 BY MS. KHORSHID:

10 Q. Is that one of the invoices from Barker
11 Nestor?

12 A. Yes.

13 Q. Okay. And how do you know that?

14 A. It's from Barker Nestor and billed
15 to -- the project is Atlas Brewery on Lincoln
16 Avenue.

17 Q. Is that the only bill you got from
18 Barker Nestor or one of many bills?

19 A. This is one of many.

20 Q. Okay. And this was for doing what?

21 A. This was for designing and helping us
22 build the Atlas Brewery.

23 Q. What's the date of that contract?

24 A. Well, the date of this invoice is April

0072

1 2012. I don't recall the date of the contract.

2 Q. Okay. Would it be prior to April of
3 2012?

4 A. Yes. It was -- we started them in
5 2011.

6 Q. Okay. But they invoiced -- this is one
7 of --

8 A. This is one of the later invoices.

9 Q. Okay. And it talks a little bit about
10 preliminary work, is that correct?

11 A. Yes.

12 Q. Okay. It talks about preliminary
13 zoning, is that correct?

14 A. Yes.

15 Q. And it talks about preliminary design,
16 is that correct?

17 A. Yes.

18 Q. And you told us today that this invoice
19 was dated April of 2012, April 27th, is that
20 correct?

21 A. Correct.

22 Q. Okay. And so when they talk about
23 preliminary zoning and preliminary design, can you
24 tell us a little bit about what preliminary means?

0073

1 A. Yes. So when we started the architect
2 on this project in 2011, the first thing you do is
3 you look at whether or not you can actually do it.
4 So they looked at zoning, building codes and
5 things like that to see whether or not the city
6 would allow a brewery at this location.

7 Q. Okay. And was that the Atlas Brewery?

8 A. The Atlas Brewery, yes.
9 Q. Okay. And it says something on the
10 project. It says project. What's the name of --
11 on the invoice, what is the project?
12 A. The project name is Atlas Brewery.
13 Q. Okay. And that's written on the
14 invoice, correct?
15 A. Yes.
16 Q. What's the address of Atlas Brewery?
17 A. 2747 North Lincoln Avenue.
18 Q. And if you scroll down that invoice to
19 the heading that says previous payments, do you
20 see that?
21 A. Yes.
22 Q. It says -- it lists two checks, doesn't
23 it?
24 A. It does.
0074
1 Q. And one of them is check No. 2, isn't
2 it?
3 A. That's right.
4 Q. Okay. And what's the date of check
5 No. 2?
6 A. Check No. 2 is July 20th of 2011 for
7 \$8,000.
8 Q. And what's the date of check No. 4?
9 A. Check No. 4 is August 26th of 2011.
10 Q. So is it safe to say that you might
11 have started working with them on July 20th, on
12 the Atlas project, of 2011?
13 A. I would probably say before.
14 Q. Okay. Now, you obviously talked about
15 spending money on architectural designs today,
16 correct?
17 A. Yes.
18 Q. And you talked about hiring the sign
19 guy to, you know, come -- you know, to construct
20 the sign, is that correct?
21 A. Yes.
22 Q. And you talked about spending money on
23 the branding and logo, is that correct, for Atlas
24 Brewery?
0075
1 A. Yes.
2 Q. Where was that money coming from?
3 A. So that money came from a variety of
4 individuals and myself.
5 Q. Are they investors?
6 A. So I have investors, yeah. It's a
7 limited liability company, an LLC, and we have
8 probably 15 different investors.
9 Q. Okay. And they all knew about the
10 Atlas Brewery, correct?
11 A. Yes.

12 Q. And they knew that you were brewing
13 Atlas beer, correct?
14 A. Yes.
15 Q. And when you shopped -- when you got
16 money from those investors, had you pitched them a
17 brewery or had you pitched them an Atlas Brewery?
18 How did that come about?
19 A. We pitched them on Atlas Brewery.
20 Q. And so they provided the money for the
21 project, correct?
22 A. Yes.
23 Q. Does Atlas Brewery have a bank account
24 where you pay all of these bills out of?

0076

1 A. Yes.
2 (Opposer's Exhibit No. 23
3 marked for identification.)

4 BY MS. KHORSHID:

5 Q. Okay. I'm going to introduce what's
6 labeled as Opposer's Exhibit No. 23.

7 Are you familiar with that?

8 A. Yes. Looks like a copy of the Atlas
9 Brewing Company bank statement.

10 Q. Are you a signatory on that account?

11 A. Yes.

12 Q. Are you the only signatory?

13 A. Yes.

14 Q. Okay. And so do you manage that
15 account?

16 A. I have a bookkeeper, but it's me.

17 Q. Okay. And when you write checks from
18 that account, is it for Atlas Brewing Company?

19 A. Yes.

20 Q. Okay. What's the date of the statement
21 that's in front of you?

22 A. So this statement is for the month of
23 May of 2012.

24 Q. Okay. So just to be clear, Opposer's

0077

1 Exhibit No. 23 has labels of A 46 to A 51.

2 Are those documents in your packet in
3 front of you?

4 A. Yes.

5 Q. So just focussing on page A 46 of
6 Opposer's Exhibit No. 23, what's the date of that
7 statement?

8 A. The date of the statement is May 31st
9 of 2012.

10 Q. Okay. And what is that, the current
11 statement?

12 A. This would be the current statement as
13 of May 31st, 2012. So it covers the entire month
14 of May of 2012.

15 Q. Okay. And it says something about a

16 last statement date.
17 A. Last statement date is April 30th of
18 2012.
19 Q. Okay. And so I'm assuming that there
20 was a prior statement dated --
21 A. Yes.
22 Q. -- April 30, 2012.
23 Did you use this account to pay for
24 most of the Atlas expenses or all of them?
0078
1 A. 100 percent was -- this was the
2 business account for Atlas Brewing Company.
3 Q. Okay. And this is where you made
4 deposits, and this is where you paid out any sort
5 of expenses?
6 A. Yes.
7 Q. If you turn to A 49 of Opposer's
8 Exhibit 23, I just want to focus your attention on
9 just, you know, one entry. It says May 24th. Who
10 is Paycor?
11 A. That's our -- they write our employee
12 checks.
13 Q. Okay. And underneath the Paycor name
14 on that May 24th entry, so the second one down --
15 there is a first one and then the second one down,
16 what's underneath Pay Core, Inc.?
17 A. Atlas Brewing Company.
18 Q. And so do your employees -- were your
19 employees getting checks in the name of Atlas
20 Brewing Company?
21 A. Yes.
22 Q. So is it safe to say that, you know, as
23 early as, if not earlier, May 24, 2012, your
24 employees were getting checks in the name of Atlas
0079
1 Brewing Company?
2 A. That's correct.
3 Q. Who is Heartland Payment?
4 A. That's our credit card processor.
5 Q. Okay. And --
6 A. So any time someone does a transaction
7 and pays with a credit card, it comes through
8 Heartland.
9 Q. Okay. And then if you go back to -- if
10 you turn the pages and go to what's labeled A 48.
11 A. Yes.
12 Q. Is there a May 10th entry from Paycor
13 under the name Atlas Brewing Company?
14 A. Yes.
15 Q. Okay. Had you contracted with Paycor
16 in May or prior to May?
17 A. Prior to May.
18 Q. Okay. So Paycor was paying your
19 employees, you know, based on this statement, just

20 for this statement alone, as early as May 10th and
21 as late as May 24th?

22 A. Correct.

23 Q. Okay. I mentioned Heartland Payment
24 Systems before. And you said that was your credit
0080

1 card processing company?

2 A. Yes.

3 (Opposer's Exhibit No. 24
4 marked for identification.)

5 BY MS. KHORSHID:

6 Q. I'm going to introduce what's Exhibit
7 No. 24 to you. Are you familiar with this
8 document?

9 A. Yes.

10 Q. Okay. And what is it?

11 A. This is a statement from Heartland, our
12 merchant processor.

13 Q. Okay. And what's the date of that
14 statement?

15 A. May 31st of 2012.

16 Q. And had you contracted with Heartland
17 on May 31st of 2012?

18 A. No.

19 Q. That was just the statement date,
20 correct?

21 A. That's the statement date. Prior to
22 that date.

23 Q. And who is this statement made out to?

24 A. Atlas and Seven Ten.

0081

1 Q. And what was the address?

2 A. 2747 North Lincoln Avenue in Chicago.

3 Q. Okay. And when you contract with
4 Heartland Payment Systems, how do you contract
5 with them? What's the process?

6 A. So you have -- obviously, you sign a
7 contract with Heartland. And then all of your
8 point-of-sale systems, whatever you're selling,
9 has to go through them. And every time someone
10 does a credit card, the money goes through
11 Heartland, and then eventually comes to us.

12 Q. And how do they bill, every 30 days?

13 A. Once a month.

14 Q. So if this is dated May 31st, 2012, is
15 it safe to say you at least had them -- you know,
16 you had contracted with them in April?

17 A. Yes.

18 Q. Of 2012?

19 A. Before -- certainly before May of 2012.

20 Q. Okay. Now, we talked a little bit
21 about the architectural plans for the space. But
22 prior to doing the architectural plans and fitting
23 the tanks into the space, you had to actually have

24 a space, correct?

0082

1 A. Correct.

2 Q. Okay. And when did you start looking
3 at spaces for Atlas Brewing?

4 A. Because I have another entity that
5 already owns the building, I already knew that I
6 wanted to do this space, because it was my
7 building. So from the minute we decided in 2010
8 we wanted to do it, it was just trying to figure
9 out how we were going to do it in our space.

10 Q. Okay. And when you say, "figure out
11 how we were going to do it," what did that entail?

12 A. So that entailed talking to Ryan Nestor
13 from Barker Nestor to see whether or not we
14 were -- he did a code analysis, building code,
15 zoning, things like that, whether or not we could
16 do a brewery at that location.

17 Q. And when you hired employees or
18 independent contractors, who did they think that
19 they were working for?

20 A. Atlas Brewing Company.

21 Q. Okay. How did you represent that they
22 were working for Atlas Brewing Company?

23 A. Anything we did, it was always in the
24 Atlas name.

0083

1 Q. Okay. Did you ever put up any signs
2 or, you know, pull out any classifieds to notify
3 people --

4 A. Sure.

5 Q. -- of the Atlas name?

6 A. I'm sure we did.

7 Q. How did you recruit your employees or
8 independent contractors?

9 A. So we either probably put something on
10 the web for jobs or we -- and we also put up a
11 sign that said Atlas Brewing Company now hiring.

12 Q. And when your employees were hired, who
13 did they think that they were working for?

14 A. Well, Atlas Brewing Company. And as an
15 aside, we had current employees that we had
16 working at Seven Ten that we rehired as Atlas
17 Brewing Company employees once we did the
18 renovation.

19 Q. Are your employees required to wear a
20 uniform?

21 A. We don't really have a uniform. We
22 have more of a guideline. But some employees are
23 required to wear a branded T-shirt, things like
24 that.

0084

1 Q. Okay. When you say "some employees are
2 required to wear a branded T-shirt," who wears

3 branded T-shirts?
4 A. Usually the food runners and busboys.
5 Q. Does your brewmaster wear a branded
6 T-shirt?
7 A. They like to wear a branded T-shirt.
8 Q. And when I say branded T-shirt, what
9 does that mean?
10 A. That means things that have the Atlas
11 logo on it.
12 Q. Can you tell us what that T-shirt looks
13 like?
14 A. Typically, the T-shirts we have are --
15 I think the ones we had then and now, black with
16 the gold Atlas Brewery logo.
17 Q. Okay. And when did your employees
18 start wearing the branded T-shirts?
19 A. They started wearing T-shirts when we
20 first started probably training in 2012.
21 Q. Okay. And is that early, mid, late?
22 Do you know approximately what date?
23 A. Right around the time we got open for
24 business, so right around June of 2012.

0085
1 Q. Okay. And they were wearing the
2 branded T-shirts?
3 A. Yes.
4 Q. Okay. Did you have any contracts with
5 any other entities besides Seven Ten or Lucky
6 Strike to sell Atlas beer?
7 A. We didn't really have any contracts
8 prior to selling -- say that again?
9 Q. Did you sell Atlas beer to anyone else
10 besides Seven Ten?
11 A. After we started, yes, we did.
12 Q. Who did you sell it to?
13 A. So we sold our beer through a
14 distributor, Artisan Distributing, to other
15 accounts --
16 Q. Okay.
17 A. -- around town.
18 Q. And do you know approximately when you
19 started selling it to other accounts around town?
20 A. We started selling through a
21 distributor -- I don't recall the exact date, but
22 I want to say a little over a year ago. So
23 sometime in 2013 we started selling to other
24 accounts.

0086
1 Q. And when did you formally adopt the
2 name Atlas for your beers?
3 A. Right. It was when we started.
4 Q. Okay.
5 A. It was always going to be that.
6 Q. Because you were Atlas Brewing Company

7 when you filed, but you called them Atlas beers
8 when?

9 A. Oh, when we first started. We sort of
10 referred to Atlas Brewing Company, being the name
11 of the brewing company, and then the Atlas beers
12 are our line-up of beers, so from the very
13 beginning.

14 Q. Okay. And when did you first begin
15 brewing beer under the Atlas name?

16 A. Well, we were -- John and Ben were
17 brewing, you know, test batches and things like
18 that. We started brewing when we got our
19 equipment.

20 Q. Okay. So you told us today that you
21 came up with the name in 2011?

22 A. Yes.

23 Q. So when John and Ben were brewing test
24 batches, were they brewing Atlas beer test

0087
1 batches?

2 A. Yes.

3 Q. And who were they brewing Atlas beer
4 test batches for?

5 A. Well, at the time they were brewing it
6 for us, part of the management team. They were
7 brewing it for their friends, family, and our
8 employees to try our beer.

9 Q. And how about potential investors?

10 A. Absolutely. If they were around during
11 a tasting, they were more than welcome to come.

12 Q. So I'm assuming you had tastings for
13 Atlas beer?

14 A. Yes.

15 Q. And your friends came?

16 A. Yes.

17 Q. Your family came?

18 A. Yes.

19 Q. Members of the community came?

20 A. Yes.

21 Q. Your investors came?

22 A. Yes.

23 Q. And all those people knew that it was
24 named Atlas beer?

0088
1 A. Yes. We made no secret of it.

2 Q. Now, do you remember when you first
3 started offering the beer under the Atlas name for
4 sale, not so much of brewing and tastings,
5 anything?

6 A. So we first -- we got our brewers'
7 notice in July of 2012, and that's when we started
8 selling it to the public.

9 Q. Okay. And where did you first start
10 offering Atlas beer for sale?

11 A. At first it was just at the brew pub on
12 Lincoln Avenue.

13 Q. And then afterwards?

14 A. We started selling around town. But we
15 did participate in a lot of festivals and things
16 like that.

17 Q. When you say "festivals," what type of
18 festivals are we talking about?

19 A. Beer festivals. There are numerous
20 beer festivals all around town. We've been to --
21 we go up to Madison for a beer festival. We've
22 been to -- you know, all around Chicago really.

23 Q. Okay. And do those beer festivals only
24 attract -- in your experience, only attract

0089

1 Chicago beer aficionados?

2 A. No. They attract beer connoisseurs
3 from all over the country.

4 Q. Okay. And when you participate in a
5 beer festival, what's the process in doing that?

6 A. A lot of times you have to get invited
7 to certain festivals. And then you agree, and
8 then you show up and let people try your beer.

9 Q. And when you were showing up to these
10 beer festivals in Madison, Wisconsin and Chicago,
11 was the beer named Atlas beer?

12 A. Yes.

13 Q. And do these festivals promote the
14 beers that are featured at the festivals?

15 A. Yes.

16 Q. How do you know that?

17 A. We put their posters up in our
18 establishment. They have email lists and websites
19 and things like that.

20 Q. Okay. And do you put them up on your
21 website?

22 A. Yes. Then we'll put them up on our
23 website. We'll put them on our Twitter. We'll
24 tweet it out, put it on Facebook, things like

0090

1 that.

2 Q. Do you get any out of town visitors at
3 the brewery right now?

4 A. Yes.

5 Q. Did you get them back in 2012?

6 A. Right when we opened.

7 Q. Okay. And when I say out of town, are
8 they from the suburbs of Chicago or where are they
9 coming from?

10 A. I don't know where everybody comes
11 from, but they're from all over, some from
12 Chicago, some from the suburbs, some from all over
13 the country.

14 Q. Okay. Do you recollect when you first

15 created purchase orders for Atlas-branded
16 products, like, for other distributors or whatnot?
17 A. To sell our product?
18 Q. Yes.
19 A. It was probably in 2013.
20 Q. How about sales invoices?
21 A. I'm sure we did. We created those,
22 yes.
23 Q. Okay. Do you know approximately what
24 date?

0091

1 A. If we had sales invoices to other -- to
2 distributors that was then distributed to other
3 restaurants and bars, it would have been in 2013.
4 Q. Okay. And were you selling beer in
5 July of 2012?
6 A. We were selling beer at our location in
7 2012, yes.
8 Q. And did you provide customer receipts
9 with the Atlas name?
10 A. Yes.
11 Q. Okay. You told us a little bit about
12 your distribution agreement with Artisan Beers, is
13 that correct?
14 A. Yes.
15 Q. When did you first start negotiating
16 those agreements?
17 A. We probably started talking to Artisan
18 in early 2013.
19 Q. And they knew you as Atlas beer?
20 A. Yes.
21 Q. When did you execute any agreements to,
22 you know --
23 A. I think it was around May of 2013.
24 Q. Did you participate in any festivals in

0092

1 Indiana?
2 A. I don't recall a festival -- I know we
3 did a promotion in Gary with a brewery that's a
4 fend of Ben's.
5 Q. And when you say you did a promotion in
6 Gary, what did that entail?
7 A. Like a tap takeover.
8 Q. I don't know what a tap takeover is.
9 A. We basically brought several of our --
10 of Atlas beers to that particular bar, and people
11 tried it. We, you know, promoted it with them.
12 Q. And was the logo prominently displayed?
13 A. Yes.
14 Q. And where is the logo on -- if you can
15 describe the logo on a bottle of Atlas beer for
16 me.
17 A. Well, we don't have bottles. We do
18 have growlers. So they're in the middle of the

19 growler.
20 Q. Okay. Do you have cups that bear the
21 Atlas name?
22 A. We have glassware that has the Atlas
23 name.
24 Q. Okay. Do you know of any other
0093
1 contract negotiations under the name Atlas Brewing
2 Company that we didn't talk about today?
3 A. Now we're with a different distributor.
4 We just started with Lakeshore Distributing.
5 We're no longer with Artisan. But that's it.
6 Q. And you filed your trademark for Atlas
7 Brewing Company on October 24, 2012, is that
8 correct?
9 A. Yes.
10 Q. Okay. And why did you wait until then
11 to file the trademark?
12 A. Well, we were so busy just trying to
13 get open for our business. We did come talk to
14 you at some point, I don't know exactly when,
15 about filing a trademark. And we just were doing
16 our business, trying to just, you know, get in
17 business, get open, and then we filed the mark.
18 Q. Okay. At the time that you came to
19 your lawyer, you know, our firm, to file the mark,
20 had you known of anyone else that was doing --
21 anyone else that was selling beer or any other
22 similar products under the Atlas name?
23 A. Not to our knowledge. And that was the
24 first thing you recommended we do is do a search,
0094
1 which we did. I don't know when we did the
2 search. But in addition to my Internet searches
3 and my own personal research, we did an official
4 search, didn't find anyone, and then we filed our
5 mark.
6 Q. And when you were participating in
7 these festivals in Wisconsin or doing, you know,
8 these promotions in Indiana, had you run across
9 anyone that was selling beer in the name Atlas or
10 anything close to beer or alcoholic beverages?
11 A. No.
12 Q. Okay. And when you were participating
13 in any other promotional activities that you did
14 on the Internet or anything that Rewards Network,
15 for example, had you participate in, had you come
16 across anyone that was using the name Atlas or had
17 any similar products?
18 A. No.
19 Q. You told us a little bit about the
20 usage -- you know, how you picked the name today,
21 right?
22 A. Yes.

23 Q. Can you put a -- can you give us a
24 general idea of when you first considered using
0095
1 the name Atlas?
2 A. It was probably in 2010.
3 Q. And did you come up with the name Atlas
4 by yourself?
5 A. I think probably it started out -- I
6 think it was me, yeah, who found it.
7 Q. Did you talk to Ben and John at all?
8 A. Yes.
9 Q. And I'm talking about Ben and John the
10 brewmasters.
11 A. Sallers, yes.
12 Q. In your branding proposition, does
13 Atlas refer to any sort of historical figure?
14 A. For us, as I said before, it refers to,
15 first and foremost, historic -- the brewery that
16 used to be in Chicago, and then obviously the
17 secondary meanings of the god, and then Atlas as a
18 map.
19 Q. And why did you finally decide to adopt
20 the name Atlas? What was it?
21 A. We liked -- we just liked the name. We
22 liked the -- it sort of implies strength. It
23 begins with A. I mean, it's as simple as that.
24 Q. Yes.
0096
1 A. It just felt right. And there were so
2 many great opportunities for us to name our beers
3 things that were related to Atlas.
4 Q. Did you ever consider use of any other
5 trade names --
6 A. Yes.
7 Q. -- besides Atlas?
8 What were they?
9 A. I think the second to Atlas was
10 probably one called Monarch. I didn't even do the
11 research on that one, but that was another
12 brewery.
13 And in fact, you know, when we were --
14 if you go into Atlas Brewing Company, we talk a
15 lot about the history. And there's a -- we have,
16 basically, a display of all the old Chicago
17 breweries as part of our theme.
18 Q. And did that take a long time to come
19 up with?
20 A. Oh, yeah.
21 Q. Okay.
22 A. Just doing the research. We hired
23 somebody to research images from past breweries in
24 Chicago.
0097
1 Q. And are those images in the actual

2 location?
3 A. Yes.
4 Q. Okay. And did that take a lot of time
5 to do?
6 A. Yes.
7 Q. Besides beer, what other products do
8 you offer with the Atlas name?
9 A. So we sell food. It's because we're a
10 full-service restaurant. And we also sell food,
11 beer, liquor, wine and bowling.
12 Q. Do you have any other, sort of,
13 collateral that you sell?
14 A. Besides merchandise?
15 Q. Yes, merchandise.
16 A. We sell T-shirts, hats, growlers,
17 koozies that hold your growler, and glassware.
18 Q. And who usually buys those?
19 A. Our customers.
20 Q. Do you sell those on the Internet at
21 all?
22 A. We do.
23 Q. Do you have people from out of state
24 buying any of those --

0098
1 A. Yes.
2 Q. -- growlers?
3 A. Not the growlers, but definitely
4 glassware and T-shirts.
5 Q. Okay. Now, to brew a batch of Atlas
6 beer, how long does that usually take you to do?
7 A. Well, I'm not the actual brewer, but it
8 takes about two weeks from start to fermentation
9 to be ready to serve.
10 Q. Pardon my ignorance. I've never brewed
11 a batch of beer. But is it like a recipe? Do you
12 have to have a recipe?
13 A. Yes.
14 Q. Do you have to have multiple batches?
15 How does that work?
16 A. So typically, I think, what our brewers
17 do is they develop their recipe. They try it out
18 and obviously little adjustments are made, but
19 it's basically a mixture of grain and water,
20 yeast, and then you wait for it to ferment. And
21 then you oxygenate it and it's ready to go.
22 Q. And on average, you know, from your own
23 personal experience, how long does it take to get
24 the perfect batch?

0099
1 A. I think that Ben and John have worked
2 on their recipes for months prior to the ones that
3 we put in the equipment now. You know, they were
4 doing small batches at first. Then they have to
5 revise their recipe. But it takes a long time to

6 perfect it.

7 Q. To perfect the recipe?

8 A. Yes. I'm not even sure, if you asked
9 them, if they would say it's 100 percent ready, to
10 be honest with you.

11 Q. And when they came up with what became
12 your first batch that you sold in July 2012 that
13 we talked about, how long did it take them to get
14 to that point, do you remember?

15 A. Well, we got the equipment delivered,
16 and then they practiced on it. So it took a
17 couple months to get that going.

18 Q. And when you say "they practiced on
19 it," is that the tastings that we talked about
20 earlier?

21 A. Yes. We did some tastings. Obviously
22 we had tastings from their home batches that they
23 brewed for Atlas recipes. And then they -- you
24 know, you have to test out the equipment before

0100
1 you make the final payment. So we definitely --
2 we brewed in the equipment to test batches,
3 official batches, whatever it was going to be.

4 Q. Were you intimately involved in, you
5 know, opening and, you know, the recipes and
6 things of that nature?

7 A. I was intimately involved with trying
8 the product. I let those guys -- I had enough
9 going on with just getting employees, systems,
10 training. I let them handle the beer side.

11 Q. Okay. And during the time that they
12 were perfecting these recipes and putting out
13 these batches and doing these home brews, were you
14 engaging in any promotional activities prior to
15 the sale of Atlas beer?

16 A. Yes.

17 Q. Can you talk a little bit about the
18 promotional activities?

19 A. So we were talking to the press. We
20 had developed our Twitter following. And Ben
21 was -- he had his own Twitter following, and he
22 created our Twitter page, our Facebook page,
23 making announcements, talking to, like you said,
24 Eater, talking to RedEye, which is another local

0101
1 publication. So there was a lot of effort going
2 into getting ready for the opening.

3 Q. When you say "we," you mean Atlas
4 Brewing Company?

5 A. Atlas Brewing Company, the team, Ben,
6 John, myself, and Craig.

7 Q. And then as you were, you know,
8 perfecting the batches and getting ready to sell,
9 to whom did you get involved -- strike that.

10 Who did you market the Atlas name to as
11 you were getting ready to sell?

12 A. You know, we were marketing it to beer
13 drinkers, clearly. And then having the location
14 that we have in Lincoln Park, our neighbors,
15 people who live around there. There's a lot of
16 excitement that builds when you put a sign up,
17 when you have a storefront that's redone.

18 There's a lot of people walking by,
19 brewery tours, things like that. We were just
20 constantly trying to talk word of mouth to
21 everybody who we could to let them know about it.

22 Q. So you just said brewery tours.

23 A. Yes.

24 Q. Can you tell us about what a brewery

0102

1 tour would entail?

2 A. So a brewery tour is basically people
3 coming in. We don't have anything official,
4 though we do have the ability to sign up now. But
5 at the time it was just people walking by. We
6 were very excited about our brewery, so we let
7 people tour the brewery, the serving tanks, what
8 it was going to be. And usually John or Ben, as
9 brewers, would lead the tour and talk to people
10 about Atlas Brewing.

11 Q. And Atlas beer, is that correct?

12 A. Yes. And Atlas beer. That's what we
13 were going to produce.

14 Q. You told us today you're a hospitality
15 industry veteran. But prior to putting out any
16 sort of hospitality concept, it takes a lot of
17 marketing and public relations efforts, doesn't
18 it?

19 A. It does. And we did a lot of work
20 through our other locations to tell people it was
21 coming as well.

22 Q. And your other locations being?

23 A. Ones that are close by, Southport
24 Lanes, Daily Bar and Grill, New Line. At the time

0103

1 I think we had Riverview Tavern as well.

2 Q. Okay.

3 A. So anybody that had customers coming
4 in, we wanted to talk about Atlas Brewing.

5 Q. Did you do any Internet promotional
6 activities?

7 A. We did a lot of -- like I said, Twitter
8 and Facebook was our primary means of letting
9 people know we were out there.

10 Q. And had you purchased the domain name?

11 A. Actually, I think we did that. I don't
12 have the exact dates of when we did that, but it
13 probably was right around the same time that we

14 formed the company in 2011.
15 Q. Okay.
16 A. In May, I'm guessing.
17 Q. What are your gross annual sales for
18 Atlas-branded products including --
19 A. So everything we do out of Atlas
20 Brewing Company, LLC?
21 Q. Yes.
22 A. We're tracking right now to be about
23 1.7, 1.8 million.
24 Q. Okay. Have you ever had a customer
0104 walk in to Atlas and confuse it with any products
2 of Atlas Brew Works?
3 A. Yes.
4 Q. You have?
5 A. Yes.
6 Q. Now I want to talk to you about Atlas
7 Brew Works.
8 When did you first become aware of
9 Atlas Brew Works?
10 A. I believe it was late 2012. I saw a
11 press release, I think, that Atlas Brew Works was
12 coming to DC.
13 Q. Okay. And what was the company's name
14 at that time?
15 A. My company or their --
16 Q. It was called --
17 A. It was called Atlas Brew Works. I
18 don't know what the name of their entity was.
19 Q. And did you ever, you know, talk to any
20 of the owners at Atlas Brew Works?
21 A. Well, the first thing I did was I did a
22 little research on Atlas Brew Works.
23 Q. Okay.
24 A. And I, of course, talked to my
0105 attorneys, you guys, about this and what's going
2 on. And then I immediately reached out to Atlas
3 Brew Works to ask them what was going on. So I
4 got on their website and sent them an email.
5 Q. And do you remember approximately when
6 you sent that email?
7 A. So I think I probably tried to get to
8 them early in 2013. I know we had conversations
9 about them. We talked about doing cease and
10 desist. And I didn't know what the situation was.
11 But then I -- probably about early
12 2013, I reached out to Atlas Brew Works. I think
13 it was probably in February. And I emailed -- I
14 sent a general email to Atlas Brew Works. Justin
15 responded.
16 Q. And Justin. Who is Justin?
17 A. Justin Cox who is, I think, the head of

18 Atlas Brew Works in DC.

19 Q. Why did you want to reach out to him
20 personally instead of going through your
21 attorneys?

22 A. Well, you know, I thought that I could
23 talk to them and reason out what was going on.
24 They didn't have a brewery at the time. I did

0106

1 find out at that time that they had filed the
2 intent to use. So I didn't know what that meant,
3 but I knew that there was going to be a conflict.

4 I knew that we were already in
5 business. We were brewing beer. We were out
6 there. And they hadn't started yet. So I was
7 really hoping to talk to them and see what their
8 plans were, what they were going to try to do, and
9 to see if I could avoid some lengthy battle over a
10 trademark.

11 Q. Did you know them under any other name
12 before that?

13 A. No. I didn't know anything about them.

14 Q. Had you known anything about Justin
15 prior to that?

16 A. No. I didn't know anything about those
17 guys until I met with them, got their names, and
18 of course then I found out where they went to
19 school, what they were doing. But I didn't know
20 anything about them.

21 Q. Okay. Let's dissect that a little bit.

22 So you said in late 2012 you found out
23 that they had some sort of intent to use
24 application on file?

0107

1 A. Right.

2 Q. And you didn't know what that was. But
3 you reached out to them fairly immediately, am I
4 correct?

5 A. Yes.

6 Q. Okay. And you said one of the ways
7 that you did that first was through email,
8 correct?

9 A. Yes.

10 Q. Okay. And then you said you met them?

11 A. So I decided that, you know, I would go
12 meet with them. I got on a plane, went to
13 Washington where they are.

14 Q. Okay. Just one second.

15 A. Yes.

16 Q. You got on a plane just to go meet
17 them?

18 A. Yes.

19 Q. And why did you do that?

20 A. I did that because I -- you know, we're
21 in the same industry. We're in the same business.

22 There's a -- it's a very small community, as we
23 talked about earlier. Everybody knows everybody.
24 I didn't know them. I hadn't heard of them. But

0108

1 I wanted to talk to them and see if there was some
2 way we could work this out so we could both have
3 our breweries.

4 Q. Okay. And do you remember when that
5 meeting was?

6 A. I think it was in February of 2013. I
7 don't remember the exact date, but I know that --
8 I remember specifically we met at a Caribou Coffee
9 in DC. And we sat down. I sat down with Justin
10 and Will, who is the brewer. And we had a
11 conversation about Atlas.

12 Q. And do you remember what that
13 conversation entailed?

14 A. Yes. I asked them -- first of all, I
15 asked them what they were doing, what their plans
16 were. And they said that they were going to start
17 a brewery. They didn't have a location yet. At
18 the time they were really close to -- you know,
19 they were still negotiating. Maybe they had
20 signed it, just signed it. And I remember saying,
21 well, I've been in business for almost a year, you
22 know, is there something we can do where we can,
23 you know, solve this.

24 And then we started having a

0109

1 conversation about -- I asked -- I remember asking
2 them, I go, how did you come up with the name
3 Atlas. And they said, well, the place we're
4 looking at is near the Atlas District in DC.

5 And then, of course, I just wanted to
6 talk about my name, why I came up with my name.
7 And I talked about the research that I did and how
8 we really are -- we were just so excited about
9 this project and how it was all about the history
10 of Chicago and Chicago breweries. And Chicago was
11 a city of neighborhood breweries, and it just made
12 us so excited that we were going to resurrect an
13 old name. And I just went on and on with them.

14 Q. Did you tell Justin and Will at the
15 time that you were on Facebook and Twitter?

16 A. I don't know if I told them
17 specifically then.

18 Q. But were you on Facebook and Twitter?

19 A. At the time, yes.

20 Q. And who was sending out the tweets?

21 A. That was usually done by Ben, our
22 Twitter page.

23 Q. And how did they react when you told
24 them that you were Atlas Brewing Company?

0110

1 A. Well, that was interesting. I asked --
2 I said to them, I said, I had no idea you guys
3 existed. Did you search for us. And they said,
4 yeah, we knew you were there.

5 And I said, well, why didn't you reach
6 out to me. Why didn't you -- you knew we were
7 there. And they said, we didn't know what you
8 were going to be. And I said, I don't know what
9 that means. We have Atlas Brewing Company. What
10 do you mean, what we were going to be. And they
11 said, well, we thought maybe you could have been a
12 craft beer bar or something like that.

13 And I said -- well, I mean, who knows
14 what someone means. But that's crazy. We're
15 Atlas Brewing Company. We were there. We made no
16 secret about who we were. And he said, well, you
17 should have gotten an intent to use. I said, I
18 don't know what an intent to use is. I didn't
19 even know what that was.

20 And that's when Justin told me he was a
21 former -- he's a lawyer. He went to Vanderbilt --
22 he went to law school, and he had a passion for
23 brewing. He was a home brewer, and he and his
24 partner were doing a brewery. I said, well, I

0111
1 just want to do my business.

2 Q. Did you tell them that it was your
3 name?

4 A. Yes. I said we had it first. We were
5 in business before you. And he said, it doesn't
6 matter.

7 Q. Did you try to discuss any resolutions
8 with him?

9 A. Yes. I said, is there anything we can
10 do to -- you know, you guys haven't done a thing
11 yet. All you've done is you've put a press
12 release out there. I said, there's got to be
13 something we can do.

14 And I wanted them to give me a, you
15 know, financial number to make this go away. And
16 he called me back and said, you can give us
17 \$300,000. And I felt like that was extortion. I
18 said, that's ridiculous.

19 Q. Because you were the one to use it
20 first?

21 A. Yes. I said, you know, we have real
22 costs, you know, we aren't going to change at that
23 point. We were already in business for a year.

24 Q. Did he tell anything about a Volstead
0112
1 name?

2 A. Yes. He did say that they -- in our
3 conversations, he said that they first started out
4 using Volstead. Then they found out there was a

5 conflict there, so they took the name Atlas,
6 because they were close to the Atlas District.
7 And I said, but we're using the name.
8 You know, why didn't you reach out to us. And
9 they said, well, we filed the intent to use before
10 you filed your mark. They were very sure about
11 the legal strategy.

12 Q. Okay.

13 A. I did not -- I'm not a lawyer.

14 Q. Has this proceeding cost you a lot of
15 money?

16 A. Yes.

17 Q. Okay. And have you reached out to
18 Atlas Brew Works again?

19 A. After he gave me the inflated number, I
20 said, if you change your mind, call me. I'm still
21 hoping we can resolve this. But I didn't receive
22 any more phone calls from him.

23 Q. Okay. Just one final set of questions.
24 Do you own Seven Ten Lounge?

0113

1 A. Atlas Brewing Company owns Seven Ten.
2 It's in the same business.

3 Q. Okay. When customers come to Atlas
4 Brewing Company, do they think they're coming to
5 Seven Ten Lounge?

6 A. I think -- well, we have two entryways.
7 We share bathrooms in the same space, same
8 kitchen, same employees. So to a customer's
9 perspective, we kind of wanted it to look like two
10 separate businesses. But on our credit card
11 receipts it says both names. So it's the same
12 business, and we make no secret about that.

13 Q. Just to keep, kind of, costs --

14 A. Yes. It's one business.

15 Q. But it's safe to say that if I'm coming
16 to Atlas, I don't think it's Seven Ten Lounge?

17 A. I think you may not know that until you
18 just walk around the corner of the building.

19 Q. Okay. In Seven Ten Lounge, do you see
20 any brewing equipment?

21 A. You do not.

22 Q. Can customers purchase beer not
23 produced by Atlas Brewing Company?

24 A. Yes.

0114

1 MS. KHORSHID: Okay. I have no further
2 questions at this point. Do you want to take
3 a break?

4 MR. DANNENBERG: Yes. Let's take a
5 break.

6 (Short recess.)

7 MS. KHORSHID: We move to enter
8 Opposer's Exhibits 5 through 24 into the

9 record.

10 MR. DANNENBERG: My name is
11 Ross Dannenberg. I represent Atlas Brew
12 Works. Thank you for your time here today.

13 Just briefly, before we went back
14 on the record, opposing counsel and I agreed
15 to stipulate that the exhibits marked Atlas
16 Brew Works Exhibits 3, 4 and 5 shall be
17 admitted into the record.

18 Exhibit 3 is Opposer's document
19 A 28, the license certificate from the City
20 of Chicago.

21 Atlas Brew Works Exhibit 4 is
22 Opposer's documents A 79 through A 105, and
23 consists of the remainder of Opposer's
24 Facebook feed.

0115
1 And Atlas Brew Works Exhibit 5 is
2 marked Opposer's A 106 through A 265, and
3 comprises the remainder of Opposer's Twitter
4 feed.

5 And we move that they be entered
6 without objection.

7 MS. KHORSHID: Yes. Entered.

8 MR. DANNENBERG: And we have no
9 questions for the witness.

10 MS. KHORSHID: You have no questions?

11 MR. DANNENBERG: We have no questions
12 for the witness.

13 MS. KHORSHID: Okay.

14 MR. GATTEGNO: Okay.

15 MR. DANNENBERG: If we can get an
16 initialed set of documents from the court
17 reporter.

18 MS. KHORSHID: Do you want to waive
19 signature?

20 MR. DANNENBERG: He will request
21 signature -- they reserved yesterday -- just
22 to see the transcript.

23 MS. KHORSHID: Okay.

24 (Off-record discussion.)

0116
1 MR. DANNENBERG: Back on the record,
2 briefly, just to note that we maintain our
3 objection to Opposer's Exhibits 19 and 20.

4 MS. KHORSHID: Okay.

5 MR. DANNENBERG: We're done.

6 FURTHER DEPONENT SAITH NOT

7 -ooOoo-

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0117

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

ATLAS BREWING COMPANY, LLC,)
)
Opposer,)
)
vs.) Opposition
) No. 91210379

ATLAS BREW WORKS, LLC, et)
al.,)
)
Applicant.)

10 This is to certify that I have read the
11 transcript of my deposition taken by Marguerite M.
12 Cimms, CSR, CLR, on the 28th of August, 2014, and
13 that the foregoing transcript accurately states
14 the questions asked and the answers given by me,
15 with the changes made on the errata sheets, if
16 any, attached hereto.

18 Number of errata sheets submitted:

DALE STEVEN SOBLE

22 SUBSCRIBED and SWORN to
 before me this day of
 , 2014.

24 Notary Public

5 -----
6 I wish to make the following changes for the
7 following reasons:
8 Page Line_____
9 Change:_____
10 Page Line_____
11 Change:_____
12 Page Line_____
13 Change:_____
14 Page Line_____
15 Change:_____
16 Page Line_____
17 Change:_____
18 Page Line_____
19 Change:_____
20 Page Line_____
21 Change:_____
22 (Signed)
23 _____

24
0119
1 STATE OF ILLINOIS)
) SS:
2 COUNTY OF C O O K)
3

4 I, Marguerite M. Cimms, CSR, CLR, a
5 Notary Public in and for the County of Cook and
6 State of Illinois, and a Certified Shorthand
7 Reporter of said state, do hereby certify that
8 heretofore, to-wit, on the 28th day of August,
9 2014, DALE STEVEN SOBLE personally appeared before
10 me at 70 West Erie Street, Suite 200, in the city
11 of Chicago, in the County of Cook and State of
12 Illinois, wherein Atlas Brewing Company, LLC is
13 Opposer and Atlas Brew Works, LLC is Applicant.

14 I further certify that the said witness
15 was first duly sworn to testify the truth, the
16 whole truth and nothing but the truth in the cause
17 aforesaid; that the testimony then given by said
18 witness was reported stenographically by me, in
19 the presence of said witness, and afterwards
20 reduced to typewriting by computer-aided
21 transcription, and the foregoing is a true and
22 correct transcript of the testimony so given by
23 said witness as aforesaid.

24 I further certify that the signature of
0120
1 the witness to the foregoing deposition was not
2 waived by agreement of counsel for the respective
3 parties; and that I am not counsel for nor in any
4 way related to any of the parties to this suit nor
5 am I in any way interested in the outcome thereof.

6 In witness whereof, I have hereunto set
7 my hand and affixed by notarial seal this 16th day
8 of September, 2014.
9

10
11
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13
14
15 Marguerite M. Cimms
16 Notary Public, Cook County, Illinois
17 Illinois CSR License Number 084-3009
18
19
20
21
22
23
24



LLC Articles of Organization

Instructions

Receipt page

Please print this receipt for your records.

Your application to file limited liability company Articles of Organization has been received and payment processed. Please allow 24 hours for the processing of your application.

You can check the status of your submission at <http://www.ilsos.gov/llcarticles/status.jsp> by using the Packet and Authorization Numbers provided below. If you experience any difficulty in obtaining the status of your application, please contact the Web Master at webmaster@ilsos.net.

Proposed Name: ATLAS BREWING COMPANY LLC

Packet Number: 1306444152732923

Authorization Number: 117948

Payment Date: 05-26-2011

Total Fee: \$612.75

Payment Type: CREDIT CARD

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](http://www.ilsos.gov/llcarticles/status.jsp)

Opposer's Exhibit 5

A2

Form

LLC-5.5

Illinois
Limited Liability Company Act
Articles of Organization

FILE # 03605299

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: \$500
Expedited Fee: \$100
Approved By: HAB

FILED
MAY 26 2011
Jesse White
Secretary of State

1. Limited Liability Company Name: ATLAS BREWING COMPANY LLC
2. Address of Principal Place of Business where records of the company will be kept:
2747 N. LINCOLN
CHICAGO, IL 60614
3. Articles of Organization effective on the filing date.
4. Registered Agent's Name and Registered Office Address:
DALE STEVEN SOBLE
2747 N LINCOLN AVE
CHICAGO, IL 60614-1320
COOK
5. Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."
6. The LLC is to have perpetual existence.
7. The Limited Liability Company is managed by the manager(s).
SOBLE, DALE S
2747 N. LINCOLN AVENUE, CHICAGO, IL 60614
8. **Name and Address of Organizer**
I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: MAY 26, 2011

DALE STEVEN SOBLE
2747 N. LINCOLN AVENUE
CHICAGO, IL 60614

Steve Soble

From: ecommerce@ilsos.net
Sent: Friday, May 27, 2011 9:08 AM
To: SSOBLE@SPARETIMECHICAGO.COM
Subject: Article status - Illinois SOS

Re: ATLAS BREWING COMPANY LLC

File Number: 03605299

It has been our pleasure to approve and place on file the Articles of Organization that created your limited liability company. We extend our best wishes for success in your new venture.

You can retrieve a copy of your filing at:
<http://www.ilsos.gov/llcarticles/status.jsp> by using the Packet and Authorization Numbers provided below. If you experience any difficulty in retrieving the document, please contact the Web Master at webmaster@ilsos.net.

Packet Number: 1306444152732923

Authorization Number: 117948

Please remember that the limited liability company is required to file an Annual Report each year forward, which will be due prior to the first day of its anniversary month. A preprinted Annual Report form will be sent by mail to the registered agent at the address shown on the records of this office approximately 60 days prior to the company's anniversary month.

Many other services are now available on-line at www.cyberdriveillinois.com. Among other features available at this site, you may check the status of any LLC or corporation registered with the Secretary of State, purchase a Certificate of Good Standing for your company, or even file the Annual Report referred to in the previous paragraph.

Sincerely,

Jesse White
Secretary of State

Department of Business Services
Liability Limitations Division
Telephone (217) 524-8008

Disclaimer - This email and any files transmitted with it are confidential and contain privileged or copyright information. You must not present this message to another party without gaining permission from the sender. If you are not the intended recipient you must not copy, distribute or use this email or the information contained in it for any purpose other than to notify the Office of the Illinois Secretary of State.

If you have received this message in error, please notify the sender immediately, and delete this email from your system. Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of the Office of the Illinois Secretary of State.



PREMIER

STAINLESS SYSTEMS

CONTRACT FOR THE SALE OF TANKS AND EQUIPMENT

This Agreement by and between PREMIER STAINLESS SYSTEMS, LLC, a California limited liability company ("Seller") and SEVEN TEN/ATLAS BREWERY, ("Buyer"), is entered into as of October 28, 2011. Seller and Buyer may be collectively referred to in this Agreement as the "Parties".

Description

Seller shall design and manufacture for Buyer, the tanks and components listed in Schedule A, which is incorporated and made a part of this Agreement. The tanks and components listed in Schedule A are collectively referred to in this Agreement as "Equipment".

Specifications

The Equipment shall be manufactured in accordance with the specifications listed in "Schedule A." Seller reserves the right to make modifications to the specifications to enhance Equipment operation, functionality and productivity. Buyer has the right to approve or disapprove any modifications. All specifications are collectively referred to in this Agreement as "Technical Details".

Price

Buyer shall pay Seller the purchase price of ONE HUNDRED, EIGHTY-FOUR THOUSAND, SEVEN HUNDRED, FORTY-FIVE Dollars (\$184,745.00) for the Equipment which excludes any state and local taxes that may be payable by the Buyer. Shipping and insurance costs are not included in the Equipment price and will be billed directly to the Buyer by the shipping company prior to delivery. Upon execution of this Agreement, Buyer will pay Seller according to the following disbursement schedule:

- 1). First Payment, in the amount of \$46,186.25 - *Upon execution of this Agreement.*
- 2). Second Payment, in the amount of \$46,186.25 - *Due on or about December 30, 2011*
- 3). Third Payment, in the amount of \$83,135.25 - *Due prior to shipment of Equipment.*
- 4). Final Payment, in the amount of \$9,237.25 - *Due within 7 days of commissioning.*

Change in Technical Details

If the Buyer requests a change in the Technical Details that affects the manufacture of the Equipment, the following procedure will be followed: (1) Buyer will request a quote from Seller with the change in the Technical Details, (2) within seven (7) days Seller will quote a price to Buyer, and (3) unless Buyer authorizes a change in the Technical Details accompanied with payment in the amount quoted by Seller within seven (7) days after quote, Seller will cease manufacture of the Equipment until Buyer authorizes Seller to continue to manufacture the Equipment. Seller, at its option, may at this time request adequate assurance of performance under the Agreement. Seller's options do not detract from its right to request adequate assurance from Buyer at any other time. A change in the Technical Details will not result in a delay in the time of delivery, unless Buyer has agreed thereto in writing.

Termination

Termination of this Agreement may be made 1) if Buyer fails to make any payment or 2) by mutual agreement between the Seller and the Buyer. In the event of any termination, a pro rata amount of the Equipment price that corresponds to the percentage of completion, costs, incurred and custom nature of the order shall be payable. Seller shall have the right to offset any such amounts against payments received by Seller prior to such cancellation and may collect additional amounts if necessary. If Seller is able to sell the Equipment to another party at full contract price, the Seller will refund 100% of payments made by Buyer upon the sale of the Equipment.

Time and Place of Delivery

Seller shall deliver the Equipment to the Buyer's loading dock within 22-24 weeks from date of First Payment. Buyer and Seller shall mutually agree upon a date of delivery, but Seller will not deliver the Equipment on a date before scheduled completion of manufacture. Seller shall not be liable for any delay or failure to deliver the Equipment if that delay or failure is caused by federal, state or municipal action or statute, ordinance, regulation, labor dispute, strikes, war, riots, insurrection, shipping delays, civil commotion, fire, flood, accidents, storms, act of God, or other causes beyond Seller's control. Delivery of the Equipment is subject to change, at Seller's discretion, if payments are not made according to this Agreement. The Equipment shall be delivered to Buyer's location.

Risk of Loss

Identification of the Equipment under Commercial Code Section 2501 shall occur when Buyer receives notice from the Seller that the Equipment is ready for shipment.

Duties of Seller with Respect to Shipment

Seller shall notify Buyer by FAX/PHONE/E-MAIL when the Equipment is ready for delivery to the selected shipper. The Buyer shall pay the cost of freight, duties and any applicable transportation costs or fees to the Buyer's location. All rigging, unloading, and Equipment placement costs at Buyer's location, including the Equipment, are the Buyer's responsibility.

Delays in Acceptance of Equipment

Any delays on the part of Buyer in accepting Equipment shall not have any impact on the payment schedule. The Buyer shall pay any fees incurred for storage of Equipment due to delays originating from the Buyer, if applicable, not to exceed \$150 per week. Buyer shall reimburse Seller for any costs incurred by Seller for storage of Equipment for delays originating from Buyer.

Title

Title to the Equipment shall remain with the Seller until all payments have been made in accordance with this Agreement. Seller will request insurance for the full value of any Equipment being shipped on Buyer's behalf.

Installation

Seller is providing onsite Equipment installation assistance to the Buyer and Buyer's trades. Seller will provide 1-2 workers for up to 8 days for installation assistance, start up, and training. The number of workers and days required shall be in Seller's sole discretion. Travel and lodging costs are included. If Buyer requires Seller's employees or contractors to extend the time at Buyer's location, Buyer will pay five hundred dollars (\$500.00) per day plus travel and lodging expenses.

Dominance of Express Warranty

Seller warrants that the Equipment manufactured by Seller under this Agreement will be free from defects in material and workmanship for a period of two (2) years from the date of manufacture. This warranty will be limited to the repair or replacement, at Seller's option, on any product manufactured by Seller, and deemed to be defective upon reasonable inspection from Seller's representative, acting at all times in a reasonable manner on behalf of both Parties. Warranty repairs will be commenced after Buyer gives Seller notice of defect and Seller acknowledges defect. This warranty covers all parts and shipping to remedy the defect, provided, however, it DOES NOT include liability for any interruption of service, consequential damages, lost profits, product loss, work, services, or parts supplied by third parties.

Other than the Stainless Tanks manufactured by the Seller, all other Equipment and Components sold to the Buyer pursuant to this Agreement are warranted by the specific manufacturer of said item and carry the warranty issued by the product manufacturer. Seller will provide warranty assistance for all brewery related Equipment supplied by Seller and all parts are warranted for a minimum of one (1) year. Buyer is responsible for any labor costs associated with replacing any defective Equipment covered under this warranty. Seller is responsible for any labor costs associated with the repair of any defective Stainless Tanks.

Non ASME / TUV / CE tanks manufactured by Seller for pressure vessels have been designed to be operated at pressures not to exceed 14.7 pounds per square inch (1 Bar). Buyer acknowledges that operation of any portion of these tanks exceeding 14.7 PSIG (1 Bar) will void any warranties by Seller. All tanks and Equipment included in this agreement are Non ASME / TUV / CE certified.

This warranty does not cover damage caused by Buyer's negligence, neglect, improper maintenance or cleaning, accident, abuse, freezing, or for ordinary wear and tear. Buyer is responsible for normal maintenance of the Equipment. Equipment finishes are not warranted.

IT IS EXPRESSLY AGREED THAT THIS WARRANTY WILL BE IN LIEU OF ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND IN LIEU OF THE WARRANTY OF MERCHANTABILITY.

Installation Requirements / Responsibility of Buyer

Any local, city, county, state, or national requirements concerning the installation, listing and modifications of the Equipment, are the sole responsibility of Buyer. All Equipment listed in

"Schedule A" may not meet the local seismic code requirements for the Buyer's specific seismic zone. Buyer is responsible to notify Seller, and specify in writing, if any additional modifications are needed to the Equipment to meet local seismic zone requirements. Buyer agrees to pay for any such modifications to the Equipment.

Method of Payment

All payments will be made to the Seller's bank account via bank wire transfer (details listed below) or company/cashier's check. **Checks will be sent to: Premier Stainless Systems, 510 Corporate Dr., Unit D. Escondido, CA 92029.**

Premier Stainless Systems, LLC
Bank of America
San Marcos, California

Account # - 11388 01359
Swift Code - BOFAUS3N
Bank Routing # - 121000358

Modifications

This writing is intended by the Parties as a final expression of their Agreement concerning the matters contained herein, and is also intended as a complete and exclusive statement of the terms of their Agreement. This Agreement can be only modified in writing and signed by both of the Parties or their duly authorized agents. No waiver of any term or provision of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

Assignment or Delegation

No right or interest in this Agreement may be assigned by either Buyer or Seller without the written permission of the other party, and no delegation of any obligation owed, or of the performance of any obligation, by either Buyer or Seller, may be made without the written permission of the other party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Late Payments/Default

Buyer will be responsible for interest on any payment not made according to this Agreement at the rate of one and one half percent (1.5%) per month. Notwithstanding the foregoing, nothing herein is intended to subject any payment to a rate of interest higher than that allowed by law. In the event the foregoing interest exceeds the amount allowable by law, it shall be reduced to comply with California statute. In the event of a default hereunder, the non-defaulting party shall be entitled to recover reasonable attorney's fees and collection costs incurred by it due to the default.

Entire Agreement

This Agreement, including exhibits, herewith constitutes the entire agreement between the Buyer and Seller respecting the Equipment. In the event of any conflict between the terms of this Agreement or the Security Agreement, if applicable, the terms of the Security Agreement shall control. Any and all prior agreements, promises or negotiations or representations concerning the Equipment or payment for the Equipment not expressly set forth in either this Agreement or incorporated by reference are no longer in effect.

Arbitration of Disputes

Any controversy that develops between Seller and Buyer with regard to matters arising out of, or relating to, this Agreement, and that the parties do not promptly resolve, shall be decided by binding arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties agree otherwise in writing. This Paragraph shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered on it in any court of competent jurisdiction. Arbitration shall be conducted in San Diego County, California.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. THE UNDERSIGNED HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Seller's Initials

Buyer's Initials

Applicable Law

This Agreement shall be governed by the laws of the State of California and venue shall be exclusively in the courts of the State of California.

SELLER

PREMIER STAINLESS SYSTEMS, LLC.

Dated: _____

Robert Soltys
Managing Member

BUYER

SEVEN TEN/ATLAS BREWERY

Dated: 11/16/11

Greg Lamacki

Dale Steven Soble
managing member
Atlas Brewery Co. LLC

Premier Stainless Systems, LLC San Marcos, California 92079 Phone / Fax 760-752-7032



PREMIER

STAINLESS SYSTEMS

| Part # | Item | Qty | Price (ea.) | Total |
|---------------|---|-----|-------------|-------------|
| BH-0700PT-L/G | Brewhouse: | | | |
| | 7 BBL Direct Fired Brewhouse | 1 | \$73,500.00 | \$73,500.00 |
| | Includes: | | | |
| | Hot liquor tank - with immersion heater | 1 | | |
| | Mash / lauter tun | 1 | | |
| | Brew kettle / whirlpool - direct fired | 1 | | |
| | High efficiency power burner | 1 | | |
| | Stainless brewhouse catwalk & stairs | 1 | | |
| | Brewhouse tank lights | 2 | | |
| | Wedge wire lauter floor | 3 | | |
| | Complete hardpiped brewhouse manifold | 1 | | |
| | Sanitary centrifugal wort pump | 1 | | |
| | Multi-Pass plate heat exchanger | 1 | | |
| | SS Nema 4X control panel | 1 | | |
| | Variable frequency drive for BH pump | 1 | | |
| | Wort aeration assembly | 1 | | |
| | Sight glass for wort runoff & heat exchange outlet | 2 | | |
| | Mash hydrator | 1 | | |
| MA-C/PKG-PT/L | Cellar Package | 1 | \$2,750.00 | \$2,750.00 |
| | Includes: | | | |
| | 50 ft. Brewer's Hose (5 pcs., assorted lengths) | 1 | | |
| | 1.5" Tri-clamp x 1 1/2" barb hose inserts | 10 | | |
| | 1.5" Tri-clamp x 1" barb hose inserts | 2 | | |
| | 1.5" butterfly valve | 3 | | |
| | 1.5" Tri-clamp 90 deg. elbows | 3 | | |
| | 1.5" Tri-clamp tee | 1 | | |
| | 1.5" clamps and gaskets | 20 | | |
| | 1.5" Tri-clamp end caps | 4 | | |
| | 1.5" Tri-clamp x 3/4" NPT adapter | 2 | | |
| | 1.5" Butterfly valve seal (spare) | 4 | | |
| | Spare seal for brewhouse centrifugal pump | 1 | | |
| | Spare seal for portable centrifugal pump | 1 | | |
| | Door gasket for combi-tank side manway doors | 2 | | |
| | Door gasket for fermenter/serving tank manway doors | 4 | | |
| | Grain out hoe | 1 | | |

Schedule A

| | | | | |
|-------------|--|-----|-------------|-------------|
| FV-0700J-DZ | 7 BBL Uni-Tank Tanks | 3 | \$7,250.00 | \$21,750.00 |
| | Includes: | | | |
| | Shadowless manway | 1 | | |
| | CIP - sprayball | 1 | | |
| | Rotating racking assembly | 1 | | |
| | 1.5" butterfly valves | 3 | | |
| | Clamps and gaskets | lot | | |
| | Pressure vacuum relief | 1 | | |
| | Pressure gauge | 1 | | |
| | Sample valve | 1 | | |
| | Stainless adjustable feet | 4 | | |
| | Fully welded cladding | lot | | |
| | 60 degree cone | 1 | | |
| | Dual glycol zones | 1 | | |
| | Brass solenoid valve | 1 | | |
| | Stainless RTD assembly | 1 | | |
| OPTION | 15 BBL Uni-Tank Tanks | 1 | \$10,500.00 | \$10,500.00 |
| ST-0700NJ | 7 BBL Brite Tank - Jacketed and Insulated | 5 | \$6,950.00 | \$34,750.00 |
| | Includes: | | | |
| | Shadowless manway | 1 | | |
| | CIP - sprayball | 1 | | |
| | Level gauge | 1 | | |
| | 1.5" butterfly valves | 3 | | |
| | Clamps and gaskets | lot | | |
| | Pressure vacuum relief | 1 | | |
| | Pressure gauge | 1 | | |
| | Sample valve | 1 | | |
| | Stainless adjustable feet | 4 | | |
| | Carb stone assembly | 1 | | |
| OPTION | 15 BBL Brite Tank - Jacketed and Insulated | 1 | \$9,800.00 | \$9,800.00 |
| MA-CCP-SS | Cellar Control Panel: | | | |
| | Cellar Control Panel for all F.V.'s | 1 | \$6,995.00 | \$6,995.00 |
| | Includes: | | | |
| | Dual display digital temperature controllers | 10 | | |
| | Nema 4x enclosure | 1 | | |
| | Prewired with all controls and relays | 1 | | |
| | Main power disconnect | 1 | | |
| | Stainless RTD's for fermenters | 10 | | |
| | Zero differential glycol solenoid valves | 10 | | |

Schedule A

MA-GC-3000

Glycol Chiller Package - Pro Refrigeration

Includes:

Self contained 5 HP condensing unit
 Insulated glycol reservoir
 Stainless glycol pump
 Digital temperature control panel
 Outdoor housing

| | | |
|---|-------------|-------------|
| 1 | \$10,350.00 | \$10,350.00 |
| 1 | | |
| 1 | | |
| 1 | | |
| 1 | | |

Portable Pump:

MA-PP-DN40/40-2/50

Sanitary Portable Pump w/ SS Cart - 2 HP w/ VFD Control

Includes:

Nema 4X VFD controller
 Stainless cart with handle
 1.5" butterfly valve
 1.5" elbow
 1.5" clamps and gaskets

| | | |
|---|------------|------------|
| 1 | \$2,450.00 | \$2,450.00 |
| 1 | | |
| 1 | | |
| 1 | | |
| 1 | | |
| 2 | | |

OPTION

2-Station, Manual Keg Washer

| | | |
|---|------------|------------|
| 1 | \$6,950.00 | \$6,950.00 |
|---|------------|------------|

7 Days Installation Assistance, Assembly & Training
 1 man for up to 7 days. Travel and lodging included.

Local licensed tradesmen responsible for hard connections.

| | | |
|---|------------|------------|
| 1 | \$4,950.00 | \$4,950.00 |
|---|------------|------------|

PRICE DOES NOT INCLUDE SHIPPING CHARGES

Estimated Shipping - \$5,000-\$8,000 per 40ft Container
 Total Estimated - \$9,000-\$10,000

Seven Ten/Atlas Brewery

FOB Factory - Escondido, CA & Shanghai

28-Oct-11

Quote valid for 30 days

Estimated manufacturing & shipping 22-24 weeks

Total System Price (USD)**\$184,745.00**

Premier Stainless Systems, LLC
Date Type Reference
11/16/2011 Bill first payment

Original Amt.
46,186.25

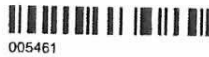
11/16/2011
Balance Due Discount
46,186.25
Check Amount

20002
Payment
46,186.25
46,186.25

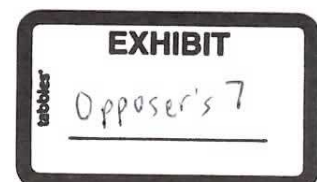
NCB - Atlas Brewing

46,186.25

616213 (8/11)



Rev 3/11



A7

REWARDS

DINING CREDITS PROGRAM AGREEMENT

Date of Agreement: 05.22.2012

Legal Name of Merchant: Atlas Brewing Company LLC (You)

Payment: \$ 50,000 Dining Credits: \$ 75,000 Applicable Percentage: 75 %

| | | | | |
|-----------------|-----------|----------------|-----------|------------------------------|
| Initial Payment | \$ 50,000 | Dining Credits | \$ 75,000 | To be paid upon our approval |
| Second Payment | \$ | Dining Credits | \$ | To be paid at our option |
| Third Payment | \$ | Dining Credits | \$ | To be paid at our option |

Total Qualified Transactions by Members to redeem Dining Credits: \$ 100,000

You agree that your location(s) identified by you and approved by us will participate in our dining credits program on the terms and conditions in this Dining Credits Program Agreement between you and Rewards Network Establishment Services Inc., a Delaware corporation ("We" and/or "Us").

A. MARKETING SERVICES AND PURCHASE OF RECEIVABLES

- 1. Marketing Services.** We will market your location(s) to "Members" enrolled in rewards programs operated by us or managed by us for "Partners" who offer our program to members of their own rewards programs. The marketing that we provide may include email, websites, or other marketing as determined by us. We will provide a reward to Members who have a Qualified Transaction at your location(s).
- 2. Purchased Receivables.** You agree to sell to us certain of your rights to receive payment from your Payment Card processor for Qualified Transactions (as defined in Section B below) ("Purchased Receivables"). The purchase of the Purchased Receivables is without recourse to you except as provided in Sections C, E, F and G, and we assume the risk that we may not receive payment of the Purchased Receivables from the Payment Card processor.
- 3. Payment.** We will pay to you the "Payment" amount set forth above in consideration for the purchase of Purchased Receivables, subject to Section A.4 below. You will be deemed to issue "Dining Credits" in the amount set forth above to track the receipt of Purchased Receivables by us and the payment of the Program Fees to us. The Payment will be paid by us to you after we have approved and accepted this Agreement.
- 4. Subsequent Payments.** If the information above indicates our purchase of Purchased Receivables will be made in more than one payment, any subsequent payment and purchase of Purchased Receivables after the initial payment and purchase of Purchased Receivables will be at our option and we do not have an obligation to make any payment and purchase of any Purchased Receivables after the initial purchase of Purchased Receivables.

B. MERCHANT PAYMENT PROCESS

- 1. Qualified Transaction.** A "Qualified Transaction" is any transaction in which a Member uses a credit or debit card ("Payment Card") registered with us to purchase goods and services at the location(s) participating in our program and which meets our requirements to qualify for a Member reward. The amount of a Qualified Transaction is the full amount of the Payment Card transaction and includes taxes and tip.
- 2. Merchant Payment Amount.** Beginning on a date to be determined by us in our sole discretion, you will pay to us an amount equal to the "Applicable Percentage" set forth above of each Qualified Transaction ("Merchant Payment"), until the amount of Merchant Payments received by us equals the aggregate amount of all Dining Credits issued by you to us. The Merchant Payment includes a "Program Fee" for our marketing services in the amount of 20% ("Program Fee Percentage") of each Qualified Transaction. The Purchased Receivables are the Merchant Payment minus the amounts collected for the Program Fee.
- 3. Authorized Processor.** You will accept Payment Cards for all transactions, provide us with information for all Payment Card processors used by you, and use only Payment Card processors authorized by us ("Authorized Processor(s)"). You authorize us to monitor all of your Payment Card transactions in order to determine Qualified Transactions. You may change to another Authorized Processor by giving us 15 days advance written notice of any such change. If you do not give us this advance notice, you agree to pay us a \$500 processor change fee. The Authorized Processor may provide us any information relating to Payment Card transactions requested by us.
- 4. Bank Account.** You authorize us to initiate debit and credit entries in a "Bank Account" designated by you and to withdraw from the Bank Account at any time any amounts that you owe to us. You will not allow the Bank Account to be closed or replaced unless you provide us at least 10 days advance written notice and information on a replacement Bank Account. If we are unable to withdraw amounts from the Bank Account for any reason, you agree to pay us a \$20 returned transaction fee for each such occurrence.
- 5. Method of Payment to RN.** You will receive the full payment for a Qualified Transaction from your Authorized Processor, but an amount equal to the Merchant Payment will be held by you in trust for us and you will remit that amount to us. We may debit the amount of the Merchant Payments to be remitted by you to us from the Bank Account at any time.
- 6. Dining Credits.** In order to track the receipt of Purchased Receivables and payment of the Program Fees, we will maintain an account of Dining Credits. We will redeem Dining Credits in an amount equal to the Merchant Payments that we receive. The total amount of Qualified Transactions required for the redemption of all Dining Credits is shown above. It is not possible to predict when, if ever, all of the Dining Credits will be redeemed, because Members may not visit your location(s) in numbers sufficient to generate Purchased Receivables and Program Fees in an amount equal to the total of the Dining Credits issued by you despite both parties' compliance with the terms of this Agreement. If Purchased Receivables and Program Fees are not generated in an amount equal to the total of the Dining Credits issued by you and provided that you are in compliance with this Agreement, you are under no obligation to compensate us for such shortfall. The issuance and redemption of Dining Credits shall be tracked as computer entries by us. We will transmit statements to you indicating the amount of Merchant Payments due to us for the statement period and the balance of outstanding Dining Credits at the end of the statement period after the payment of the Merchant Payments. The total amount of Qualified Transactions required for the redemption of all Dining Credits is shown above for informational purposes only and is subject to change if this Agreement is amended.

Opposer's Exhibit 9

7. Continuing Services and Program Fees Following Redemption of Dining Credits If the Dining Credits are fully redeemed and reduced to zero, then we will continue thereafter to provide marketing services to you and you will continue to perform your obligations and pay the Program Fee until this Agreement is terminated under Section G.

C. REPURCHASE OF DINING CREDITS

1. Option to Repurchase So long as there are Purchased Receivables and Dining Credits outstanding and you are not in breach of any provision of this Agreement, you shall have the option to repurchase the outstanding Purchased Receivables and redeem the outstanding Dining Credits ("Repurchase Option") by paying to RN an amount in cash equal to the outstanding Dining Credits balance multiplied by the ratio of the Payment to the Dining Credits reflected above ("Repurchase Amount"), plus any fees and other amounts due to us under this Agreement. You agree that any exercise of the Repurchase Option is subject to the terms and conditions available at www.rewardsnetwork.com/repurchase, as updated by us from time to time.

2. Continuing Services and Program Fees After Repurchase If you repurchase outstanding Purchased Receivables, we will continue thereafter to provide marketing services to you, and you will continue to perform your obligations and pay the Program Fee until the end of the calendar month in which we receive the repurchase payment from you.

D. ADDITIONAL REPRESENTATIONS AND COVENANTS

1. Representations You represent and warrant that: (1) you are the sole and lawful owner and holder of the Purchased Receivables and you own the Purchased Receivables free and clear of any liens, encumbrances, and adverse claims of any other individual or entity; (2) you have the full right to sell, transfer, and assign and deliver to us the Purchased Receivables free and clear of any liens, encumbrances, and adverse claims of any other individual or entity; (3) you have not entered into any agreements or made any offers to any person or entity to (i) transfer, sell or otherwise encumber the Purchased Receivables or (ii) transfer, sell or otherwise encumber all, or substantially all, of your assets; (4) the fair saleable value of your assets exceeds your liabilities; (5) you are meeting your current liabilities as they mature; and (6) execution of this Agreement and your participation in the Dining Credits Program will not constitute a breach of or an event of default under any other agreements or business arrangements to which you are a party. You represent and warrant that your legal name is accurately set forth above and that you have provided us with your correct jurisdiction of formation (or residence of a sole proprietor). You will provide us with 30 days' prior written notice of any change in your legal name or jurisdiction of formation.

2. Covenants Except as expressly provided herein, you will not take any action to sell, transfer or otherwise encumber any of the Purchased Receivables, or any interest therein or in the proceeds of any Qualified Transactions, and you will not encumber or allow any encumbrance to attach to your interest, our interest or any Transferee's interest in the Purchased Receivables. You will use the proceeds of the Payment solely for business or commercial purposes, and not for personal, family, or household purposes. You will operate your business in accordance with all applicable federal, state and local laws and in a manner that is not reasonably likely to adversely impact our relationship with Members and Partners.

E. SECURITY INTEREST PLEDGED IN COLLATERAL

1. Security Interest and Collateral Pledged As security for, and to guarantee, the prompt, full and timely payment, performance and observance of any and all obligations and agreements of any kind owed by you to us, however evidenced, whether now existing or hereafter arising, whether direct or indirect, absolute or contingent, joint or several, whether due (upon default, termination, or otherwise) or not due, primary or secondary, liquidated or unliquidated or original, renewed or extended, including, without limitation, those which arise under or in connection with any agreements between you and us (the "Obligations"), you hereby grant to us a continuing security interest (the "Security Interest"), which shall remain in full force and effect until all of the Obligations have been paid, performed and observed, in the following: All of your personal property and fixtures, tangible and intangible, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (the "Collateral"), including without limitation: all equipment, furniture, artwork, inventory, instruments, investment property, documents, general intangibles, deposits, contract rights, tradenames, trademarks, patents, supporting obligations, payment intangibles, chattel paper, commercial tort claims, licenses, liquor licenses, permits, franchise agreements, payments due from credit card and bank card companies or processors, accounts receivable, accounts, leases, deposit accounts, refunds of bonds, monies due or to become due from the State Liquor Authority and for State Division of Alcoholic Beverage Control and, to the extent not listed above as original collateral, all products and proceeds of all of the Collateral in whatever form, including, without limitation, all payments under insurance, whether or not Secured Party is the loss payee thereof, all proceeds of any governmental taking, and any indemnity, warranty, letter of credit (including the right to draw on such letter of credit) or guaranty payable by reason of any default under, loss of, damage to or otherwise with respect to, any of the foregoing.

2. Financing Statements, Covenants and Remedies You agree to promptly furnish upon our request written statements and schedules identifying and describing the Collateral in such detail as we may require and such other reports or financial statements as we may reasonably request, all in reasonable detail. You authorize us (or any Transferee or servicer) to file UCC-1 or comparable statements as we deem necessary or appropriate to perfect the interests granted by you under this Agreement. Except for sales of inventory in the ordinary course of your business, you shall not sell, assign (by operation of law or otherwise), or transfer any interest in all or a portion of the Collateral without our written consent, and you agree to account for and hold the proceeds of any sale, assignment or transfer in trust for us, and to pay same to us to be applied against the Obligations. All of the Collateral is and shall continue to be located at your place of business for so long as there remain outstanding Obligations unless we consent in writing prior to any removal. You represent and warrant you are and shall be the legal and beneficial owner of the Collateral and have the sole right to grant a security interest therein or other encumbrance; and you will not permit anything to be done that may impair or lessen the value of any of the Collateral or the Security Interest granted herein. You shall, at your own expense, maintain insurance covering the Collateral in an amount not less than the full replacement value of such Collateral and against such risks, in such form and with such insurers, as shall be satisfactory to us. Upon the occurrence of an Event of Non-Performance, we may pursue any and all rights and remedies we may have under the law including, without limitation, the rights of a secured party under the Uniform Commercial Code. Upon demand, you shall pay all costs and expenses and reimburse us for all costs and expenditures, including without limitation attorneys' fees and legal expenses, in connection with protecting, preserving or enforcing our rights and remedies under this agreement or applicable law, all our costs and expenses incurred shall be fully secured hereby, and you shall indemnify and hold us harmless from any and all such costs and expenses. After deducting all reasonable costs and expenses and all other charges (including attorneys' fees) due against the Collateral, any residue of the proceeds of any sale or other disposition shall be applied to payment of the Obligations, except as otherwise provided by law or directed by any court of competent jurisdiction thereof. You shall be liable for any deficiency in payment of the Obligations, including all reasonable costs and expenses and all other charges (including attorneys' fees) due against the Collateral. We may release, exchange or modify any Collateral or security which we may from time to time hold and may release, surrender or modify the liability of any third party without giving notice hereunder to you. The rights and remedies of us hereunder are cumulative and are in addition to, and not exclusive of, any rights or

remedies provided by law or in equity or pursuant to any agreement, including, without limitation, the rights and remedies of a secured party under the Uniform Commercial Code. We shall not be required to marshal any Collateral or resort to such Collateral in any particular order. All of our rights and the Security Interest under this agreement and all obligations of you under this agreement, shall be absolute and unconditional, irrespective of (a) any lack of validity or enforceability of any other agreement or instrument relating thereto, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any other agreement, (c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release, or amendment or waiver of or consent to departure from any guaranty for all or any of the Obligations, (d) any manner of application of Collateral or proceeds thereof, to all or any of the Obligations, or any manner of sale or other disposition of any Collateral for all or any of the Obligations, (e) any change, restructuring or termination of the legal structure or existence of you, and (f) any other circumstance which might otherwise constitute a defense available to or a discharge of, you.

F. NON-PERFORMANCE

1. **Event of Non-Performance.** The following shall constitute an event of non-performance: (i) we are unable to debit the Bank Account; (ii) we do not receive information on Payment Card transactions from your Authorized Processor; (iii) your business is interrupted or changed so that Members cannot have Qualified Transactions during a one-week period; (iv) we revoke the authorization of an Authorized Processor and you do not obtain a replacement within 15 days after receiving notice from us; (v) any proceeding is commenced by or against you under any federal or state bankruptcy or insolvency law; (vi) any representation, warranty or other statement of fact given herein (or in any writing at any time furnished by or on behalf of you to us) shall be false or misleading in any material respect when given (or any time thereafter); or (vii) you breach this agreement in any other manner and the breach is not cured within 10 days after we notify you of the breach.

2. **Obligations Upon Non-Performance.** We will provide notice to you of the occurrence of any event of non-performance. Immediately upon our issuing that notice, you will pay to us, or we may withdraw from the Bank Account, (i) an amount in cash equal to the Repurchase Amount, as defined in Section C above; if any, (ii) an additional fee equal to 10% of the Repurchase Amount, if any, and (iii) any fees and other amounts due to us under this Agreement. You will also be liable for damages resulting from any breach of this Agreement.

3. **Right to Apply Uncollected Balances to Additional Purchases.** Notwithstanding any other right or remedies we may have, and without limitation or waiver of any rights or remedies, if we are unable to collect from the Bank Account any Merchant Payments due to us at any time, you authorize us to purchase additional receivables from you by applying the Merchant Payment you owe us to purchase additional receivables from you. Upon application of the Merchant Payment to purchase additional receivables, you will be deemed to issue additional Dining Credits in an amount equal to 1.25 times the amount of the Merchant Payment.

4. **Removal From Marketing and Discontinuation of Services.** Upon the occurrence of any event of non-performance, we may remove all references to you from our marketing materials and discontinue providing any marketing services to you.

G. TERMINATION OF AGREEMENT

1. **Termination After Redemption of Dining Credits.** Following full redemption and reduction to zero of the Dining Credits through the application of Merchant Payments, the Agreement and your participation in the Program may be terminated upon written notice by either party to the other party not less than 30 days prior to the requested termination date, which termination will become effective on the last day of the calendar month in which the expiration of the 30-day notice period occurs. We shall have no obligation to provide Services to you thereafter.

2. **Termination Upon Repurchase.** Following a repurchase of the Purchased Receivables by you, the Agreement will terminate effective on the last day of the calendar month in which we receive the repurchase payment from you.

3. **Survival after Termination.** Notwithstanding the termination of this Agreement, Sections H.1, H.2, H.6, H.7, H.8 and H.9 will survive termination and remain in full force and effect.

H. OTHER TERMS AND CONDITIONS

1. **Indemnification.** You agree to indemnify and hold us and our affiliates harmless from and against all losses and expenses incurred by us or any of our affiliates in connection with any claim initiated by any third party in connection with any alleged act or failure to act by you.

2. **Intellectual Property and Data Rights.** Nothing in this agreement grants you any right to use any intellectual property of ours or any third party (including, without limitation, any Partner). You have all rights to grant and grant us, our Partners, and our affiliates a limited, non-exclusive license to use your intellectual property in connection with our marketing services, including the franchise logo and brand if you are a franchisee. You grant us the right, subject to all applicable laws, to use and distribute in any manner the information that is created or collected through our program.

3. **Chargebacks.** You will be responsible for all chargebacks or billing disputes relating to Qualified Transactions.

4. **Treatment of Prior Agreements.** If Purchased Receivables are outstanding on more than one agreement between you and us, the Purchased Receivables and corresponding Dining Credits on the earlier dated agreement will be discharged prior to the Purchased Receivables and Dining Credits on any later dated agreement.

5. **Taxes and Gratuities.** You will be solely responsible for collecting and remitting in full all taxes to the appropriate taxing authorities and all gratuities to employees.

6. **Limitation on Liability.** We will not be liable for any loss of profits or special, consequential, incidental or punitive damages arising out of or relating to this agreement to the maximum extent permitted under Illinois law.

7. **Governing Law, Forum and Jurisdiction.** This agreement and all claims arising out of or related to this agreement shall be governed by the internal laws (as opposed to the conflicts of laws principles) of the State of Illinois. The exclusive forum for any such claims shall be the state court located in Cook County, Illinois or the United States District Court for the Northern District of Illinois and the parties irrevocably submit to the jurisdiction of the foregoing courts, except that, nothing herein shall prevent us from initiating or filing a lawsuit, action, or similar proceeding in any other forum to conduct a judicial or non-judicial foreclosure or sale of the Collateral pursuant to the Security Interest as permitted under applicable law. Each party will bear the expense of its respective attorneys', experts', and witness fees regardless of which party prevails, unless applicable law gives either party the right to recover any of those fees from the other party.

8. **WAIVER OF CLASS ACTION; WAIVER OF JURY TRIAL.** BY ENTERING INTO THIS AGREEMENT, THE PARTIES AGREE THAT THEY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND THE PARTIES ARE EACH EXPRESSLY WAIVING ANY AND ALL RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER IN ANY CLASS ACTION, PUTATIVE OR PURPORTED CLASS ACTION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR SIMILAR ACTION, OR LAWSUIT RELATING TO ANY CLAIMS (AS HEREINAFTER DEFINED), WHETHER BROUGHT UNDER STATE OR FEDERAL LAW. THE PARTIES ARE EACH EXPRESSLY WAIVING ANY AND ALL RIGHT TO JOIN OR CONSOLIDATE CLAIMS IN ANY PROCEEDING WITH THOSE OF ANY OTHER PERSON (EXCEPT ANY OBLIGORS AND GUARANTORS OF THE SAME AGREEMENT). FURTHER, BY ENTERING INTO THIS AGREEMENT, THE PARTIES ARE EACH EXPRESSLY WAIVING THEIR RESPECTIVE RIGHTS TO A JURY TRIAL.

FOR ALL CLAIMS The term "Claim" means any claim, dispute, or controversy (whether based on contract, tort, statute, or otherwise, and whether seeking monetary or any form of non-monetary relief) arising from or relating to this Agreement or the relationship between us and you (collectively, "Claims"). The term Claims is to be given its broadest possible meaning, and includes pre-existing, present, and future Claims, and Claims regarding the enforceability or scope of this waiver. For purposes of this waiver only, the term "party" means that party and all of its respective parents, subsidiaries, affiliates, predecessors, successors, assigns, agents, servicers, employees, officers, and directors.

9. Miscellaneous.

(a) **Transfer of Rights and Assignment of Agreement.** We may sell, pledge, assign or otherwise transfer (a) any or all of the Purchased Receivables, (b) any or all of the Dining Credits, (c) the right to receive Merchant Payments, (d) this Agreement, and/or (e) any other rights under this Agreement to any person (each, a "Transferee") without your consent. Any Transferee will be entitled to exercise any and all of our rights and receive all benefits afforded us hereunder, including the collection of the Merchant Payments and the redemption of Dining Credits. We may also delegate any of our duties and engage any service providers to perform any of our obligations or exercise any of our rights under this Agreement. This agreement and your obligations under this agreement are not assignable or transferable by you without our express written consent. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

(b) **Authority, Further Assurances, Operation of Business.** Each party represents that (a) it has the full power and authority to enter into this Agreement and to perform its obligations under this Agreement and (b) this Agreement has been duly executed and delivered by it and is its legal, valid and binding obligation enforceable against it in accordance with its terms. You will operate your business in accordance with all applicable federal, state and local laws and in a manner that is not reasonably likely to adversely impact our relationship with Members and Partners.

(c) **Notices.** All notices will be in writing and will be deemed given (i) to you when sent to your address, email address or fax number shown in our records and (ii) to us when sent to clientservices@rewardsnetwork.com.

(d) **Entire Agreement, Amendments.** This agreement contains the entire understanding between the parties and supersedes all prior written or oral agreements between the parties. The terms of this agreement will not be modified except as agreed to in writing by both parties. You acknowledge and agree that you have executed this Agreement without any reliance on any statement, warranty or representation by us or our agents or representatives for the consideration expressed herein.

(e) **Partial Invalidity and Waiver.** If any provision herein is held to be unenforceable, such provision will be ineffective only to the extent of such unenforceability without invalidating the remainder of the agreement. Our failure to enforce at any time any part of this agreement is not a waiver of rights nor in any way affects the validity of this agreement.

(f) **No Third Party Beneficiary, No Agent.** Nothing in this agreement will operate to confer benefits on entities other than you, us, or our respective successors or assigns. The parties hereby expressly deny that we are your fiduciary or partner.

(g) **Counterparts and Facsimile Signature.** This Agreement need not be signed by RN, and RN's funding of a Payment shall constitute its agreement to the Agreement in Illinois. A facsimile or electronic copy of this Agreement signed by you will be considered an original document.

This Agreement will be binding on the parties hereto as of the date RN approves this Agreement and makes the Payment.


Authorized Signature

Dale S. Sobie
Print Name

LLC manager
Title

MANAGEMENT AND LICENSING AGREEMENT

THIS MANAGEMENT AGREEMENT (this "Agreement"), with an effective date as of January 1, 2012 is made by and between THE LUCKY STRIKE CORPORATION, an Illinois corporation (hereafter referred to as the "Company"), and ATLAS BREWING COMPANY, LLC, an Illinois limited liability company (the "Manager").

WITNESSETH:

WHEREAS, the Company plans to operate a brewery and restaurant concept to be located at 2747 N. Lincoln Avenue, Chicago, Illinois 60614 (the "Brewery"); and

WHEREAS, the Manager is the sole owner, creator, designer and developer of a brewery concept named "Atlas Brewing Company" (the "Concept"); and,

WHEREAS, the Manager owns certain recipes, trade names, trademarks, service marks, and packaging dress used in connection with the Concept (the "Marks"); and

WHEREAS, the Company desires to utilize the intellectual property, promotional services and services of the Manager in connection with the management and operation of the Brewery; and the Manager desires to grant a license for such intellectual property and render such services, upon the terms and conditions hereinafter set forth; and

WHEREAS, Manager desires to grant, and Company desires to obtain, under the terms and conditions set forth herein, a perpetual, exclusive, nontransferable license to use the Concept and the Marks in the Territory (as defined below) solely for the purpose of managing and operating the Brewery, expressly as provided herein.

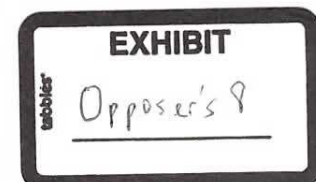
NOW, THEREFORE, in consideration of the foregoing recitals, all of which are incorporated herein by reference, and of the mutual covenants herein contained, the Company and the Manager agree as follows:

ARTICLE I. **DEFINITIONS**

1.1. Definitions. As used herein, the following terms shall have the respective meanings indicated below:

(a) **Brewery Expenses**: For any specified period, the sum of the following costs and expenses determined on an accrual basis but without any provision for depreciation:

(i) all direct costs and expenses of the operation and promotion of the Brewery, including without limitation costs and expenses of food, beverages, fees and charges of issuers of credit cards, labor, advertising, promotional, insurance costs directly attributable to the operation of the Brewery, cleaning and exterminating service, maintenance, license fees, utilities, accounting charges, and auditing fees; and



(ii) all costs and expenses of repair, restoration and replacement of and additions to decor, equipment and furnishings in the Brewery.

(b) Capital Improvements: any alteration or addition to, or rebuilding or renovation of, the Premises and additions or replacements of Furnishings and Equipment, the cost of which is not charged to repairs, maintenance or other operating expenses.

(c) Cause: the Manager's (i) gross negligence in the conduct of, or its repeated failure to satisfy, its duties and responsibilities under the Management Agreement; (ii) commission of any act of theft, embezzlement, fraud or a felony or crime of serious moral turpitude, with respect to, or adversely affecting, the Brewery or its customers or suppliers; or (iii) commission of any other act which materially harms the Brewery's business or reputation.

(d) Final Accounting: the accounting of the operations of the Brewery, and the determination of amounts due the Manager and/or the Company, for the period beginning the day after the end of the period of the last previous accounting and ending with the termination or expiration of the Operating Period.

(e) Furnishings and Equipment: all furniture, furnishings and equipment required for the operation of the Brewery.

(f) Gross Revenues: all receipts of the Brewery from the sale of food, alcoholic beverages and merchandise of every kind and nature except sales and equivalent taxes collected on sales of the Brewery and paid to the appropriate taxing authorities, rebates and gratuities.

(g) Lease: that certain Lease dated January 1, 2012, by and between The 2747 N. Lincoln Avenue Corporation, an Illinois corporation, as landlord, and the Company, pursuant to which the Company will occupy the Premises, as same may be amended from time to time.

(h) Legal Requirements: all laws, statutes, ordinances, orders, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments and governmental authorities, which now or hereafter, may be applicable to the Brewery, the operation thereof and the employment and discharge of personnel.

(i) Opening Date: the date on which the Brewery is formally opened to the public.

(j) Operating Months: Operating Months shall coincide with and be identical with calendar months, except that the first Operating Month shall be the period beginning on the first day of the Operating Period and ending on the following December 31 and the last Operating Month shall be the period ending on the expiration or termination of this Agreement.

(k) Operating Period: a period commencing on the Opening Date, and ending upon the expiration or termination of this Agreement.

(l) Operating Service: electricity, natural gas, water, sewer, trash removal, laundry, vermin extermination, security, cleaning, decorating, general maintenance, bookkeeping, accounting and other services required in the operation of the Brewery.

(m) Operating Supplies: food, beverages and other consumable items used in the operation of the Brewery.

(n) Operating Years: Operating Years shall coincide with and be identical with calendar years, except that the first Operating Year shall be the period beginning on the first day of the Operating Period and ending on the following December 31 and the last Operating Year shall be the period ending on the expiration or termination of this Agreement.

(o) Premises: the approximately 12,000 square feet situated in the building located at 2747 N. Lincoln Avenue, Chicago, Illinois 60614, which is leased to the Company and in which the Brewery will be contained.

(p) Territory: the State of Illinois.

ARTICLE II.

TERM

2.1. Term. The initial term of this Agreement shall commence on the date hereof (the "Effective Date") and end on the first (1) year anniversary of the Opening Date (the "Expiration Date"), unless sooner terminated as herein provided (such period, or any extension or renewal thereof, the "Term"); provided that the Term shall be automatically extended for successive one (1) year periods, unless either party elects not to so extend the Term and gives written notice thereof to the other party not less than sixty (60) days prior to the expiration of the Term, as same may be extended.

2.2. Termination.

(a) The Company shall have the right to terminate this Agreement in the event of: (i) the dissolution of the Manager (other than after an assignment as permitted in Section XII), (ii) the termination of the Lease other than due to the action or default of the Company, or (iii) the termination of the Manager for Cause.

ARTICLE III.

DEVELOPMENT OF BREWERY

The Manager will be solely responsible for the development, operation, equipment and decor of the Premises, including the development of the concept of the Brewery and the purchase and installation of Furnishings and Equipment and Capital Improvements required for the Brewery. Manager shall oversee all branding and promotional activities in line with the licensed "Atlas" brand.

ARTICLE IV.
OPERATION OF THE BREWERY

4.1. The Manager's Duties and Responsibilities. During the Operating Period, the Manager, on behalf and at the sole expense of the Company, shall do all things and take all necessary actions reasonable and appropriate for the operation of the Brewery in accordance with the standards set forth in Section 4.2; and without limiting the generality of the foregoing, the Manager is hereby authorized to and shall:

(a) Recruit, hire, engage, retain, pay, train, supervise, direct and discharge any and all personnel required for the operation of the Brewery. All such personnel shall be engaged as employees or independent contractors of the Company. The Manager shall comply with all Legal Requirements applicable to the employment of such personnel and shall pay when due all payroll taxes. Notwithstanding anything contained herein to the contrary, the Company acknowledges that Manager shall be retaining, engaging, hiring, and paying managers (who may be members of the Company and of the Manager) or an executive chef shall receive a salary determined by the Manager in its prudent business judgment for the performance of such services, which salary.

(b) Purchase all Operating Supplies necessary for the operation of the Brewery from dependable suppliers at competitive prices, taking into account the quality and quantity of goods required, bulk purchase discounts, and delivery requirements and any group benefits, services, vendor relationships and any other purchasing advantages available to the Manager due to management or ownership by them of other bars or restaurants.

(c) Obtain all Operating Services necessary for the operation of the Brewery.

(d) In consultation with the Company, establish and modify menus, recipes, portion sizes and prices.

(e) Provide for the maintenance and repair of the Brewery and maintain the Brewery in a neat, clean and sanitary condition, in compliance with all Legal Requirements and in compliance with the Lease (copies of which have been heretofore furnished to the Manager).

(f) In consultation with the Company, establish the Brewery's policy regarding association with credit card systems.

(g) Utilize its best efforts to keep in full force and effect all licenses for the Brewery.

(h) Solely develop, devise and implement marketing and public relations plans for the Brewery.

(i) Add to and replace Furnishings and Equipment and make other Capital Improvements as necessary.

(j) Supervise the implementation of all promotional programs as it shall determine appropriate and in line with the "Atlas" brand.

(k) Periodically, and when necessary, consult with and advise the Company in general for the purpose of eliminating operating problems and improving operations of the Brewery, as well as the branding, imaging and promotional activities for the "Atlas" brand.

4.2. Standards of Operation and Management. All obligations of the Manager hereunder shall be subject to and contingent upon (a) the provision by the Company of sufficient funds (if not otherwise available from the operations of the Brewery) to permit the Manager to comply with, and, (b) the commission by the Company of no act which prevents the Manager from complying with, such obligations. At the request of either one of them, the Manager and the Company shall meet to discuss any aspect of the operation of the Brewery or any operating problem which warrants a modification of any operating policy or procedure. The Company acknowledges and agrees that the Manager is not a guarantor of the financial success of the Brewery.

4.3. Emergency Expenditures. Whenever, by reason of circumstances beyond the control of the Manager, emergency expenditures for repairs or Capital Improvements are necessary to prevent damage or injury or to comply with any Legal Requirement, and immediate compliance is necessary, the Manager may make such emergency expenditures, provided that if there is insufficient time to discuss each such expenditure with the Company, the Manager shall act reasonably in making such expenditure and notify the Company within two days after each such expenditure.

ARTICLE V.

FUNDING AND BANKING

5.1. Request for Working Capital. The Manager shall provide all working capital by way of cash or through bank credit, such working capital to be in amounts sufficient to constitute normal working capital for the uninterrupted and efficient operation of the Brewery.

5.2. Bank Accounts. The Manager shall establish and maintain one or more bank accounts in connection with the operation of the Brewery. The Manager shall designate the parties, who shall be employees of the Brewery or the Manager, who, subject to the Company's consent, which consent shall not be unreasonably withheld, may draw on such accounts to pay appropriate expenses of operating the Brewery and Capital Improvements, and the Company shall designate parties who may draw on such accounts to withdraw amounts to which the Company is entitled. The Company shall (consistent with Section 5.1 above) maintain reasonable balances in such bank accounts to pay anticipated operating expenses and Capital Improvements of the Brewery. All monies derived from the operation of the Brewery shall be deposited in such bank accounts and payment for all operating expenses and Capital Improvements of the Brewery shall be made from such bank accounts. The Manager shall upon request by the Company promptly furnish the Company with copies of statements and other records of all such bank accounts.

ARTICLE VI.
REMUNERATION OF MANAGER

6.1. Licensing and Management Fee. During the term of this Agreement, and as long as the Manager is in good standing with the company, the Company shall pay to the Manager an aggregate annual management fee (the "Management Fee") of One Hundred Percent (100%) of Gross Revenue;

6.2. Payment of Management Fee. All Gross Revenues for each Operating Month shall be payable within thirty (30) days after the last day of such Operating Month.

ARTICLE VII.
THE MANAGER TO ACT SOLELY AS AGENT FOR THE COMPANY

In the performance of its duties hereunder, the Manager shall act solely as an agent of the Company. Nothing herein shall constitute or be construed to be or create a partnership or joint venture between the Company and the Manager. All debts and liabilities to third persons incurred by the Manager in the performance of its duties pursuant to this Agreement shall be the debts and liabilities of the Company only and the Manager shall not be liable for any such debts or liabilities by reason of its management, supervision, direction and operation of the Brewery for the Company. The Manager may so inform third parties with whom it deals on behalf of the Company and may take any other reasonable steps to carry out the intent of this Article VII. The Company agrees that it shall provide sufficient funds to enable the Manager to promptly pay or discharge all obligations and debts of the Brewery. The Company further agrees to indemnify, defend and hold the Manager harmless of and from any and all liabilities, debts, claims or expenses (including reasonable attorneys' fees and other expenses in connection with the defense of same) of the Brewery incurred in accordance herewith.

ARTICLE VIII.
BOOKS AND RECORDS AND REPORTS

8.1. Books and Records. The Manager shall keep complete and accurate books of account and other records on the cash or accrual basis, as directed by the Company, reflecting the results of operation of the Brewery. Books of account and all other records relating to or reflecting the operation of the Brewery shall be available to the Company and its representatives at the office of the Manager at all reasonable times for examination, audit, inspection and copying. Such books and records shall not be removed from the office of the Manager (other than temporarily for examination or use by accountants employed to examine such books and records or prepare financial statements or reports with respect to the Brewery) without the Company's prior written approval. Promptly upon the expiration or termination of this Agreement, or upon the sale or closing of the Brewery, all books and records pertaining to the Brewery shall be turned over to the Company, provided that such books and records shall thereafter be available to the Manager for any reasonable purpose and at all reasonable times for inspection, audit, examination and copying, solely at the Manager's expense, for a period of three (3) years.

8.2. Reports. Within fifteen (15) days after the end of the first eleven (11) months of each fiscal year, the Manager shall prepare and furnish to the Company, at the Company's expense, a financial statement for the Brewery for such Operating Month and, in the case of the report for the last calendar month of any Operating Year, the Operating Year, together with a copy of the general ledger and a copy of all work papers in support of such financial statements shall be furnished within ninety (90) days after the end of the operating year. Such statements shall include a report of income or loss for the calendar month and a balance sheet as of the end of the calendar month.

ARTICLE IX.

INSURANCE AND LOSSES

9.1. Insurance Coverage. The Company shall obtain and keep in force during the Operating Period with respect to the Brewery, in amounts determined by the Company (and with respect to the insurance coverage described in subparagraphs (b) and (d), reasonably agreed to by the Manager): (a) fire and extended coverage and business interruption insurance; (b) liability and excess liability insurance for loss, damage or injury to property or persons which might arise out of the operation of the Brewery, including, without limitation, liquor liability coverage; (c) worker's compensation and employer liability coverage as required by statute, insuring the Company, and the Manager; and (d) public liability insurance covering the actions and omissions of the Manager in connection with the performance of the duties of the Manager hereunder, in such amounts as shall be reasonably satisfactory to the Company; and (e) such other policies of insurance as the Manager shall determine appropriate. All such insurance shall be on forms and with insurance companies reasonably acceptable to the Company. Each such policy of insurance shall contain a clause or endorsement to the effect that it may not be canceled or materially modified without ten (10) days' prior written notice to the Company and the Manager. The Company shall obtain renewals of all insurance policies at least thirty (30) days prior to their expiration.

9.2. Losses and Claims. In the event of any loss, damage or injury at or involving the Brewery, the Manager shall notify the Company as promptly as reasonably possible but in no event later than twenty four (24) hours after the Manager learns of any such loss, damage or injury and cooperate in every reasonable way with respect to any insurance claim, provided that nothing herein contained shall modify the right of the Manager to indemnification by the Company as provided in Article 10. The Manager agrees that the Company shall have the right, at its option, to conduct the defense to any claim, demand or suit against the Company, provided that the Manager shall have the right to defend itself if it is named as a party defendant in any claim, demand or suit.

ARTICLE X.

INDEMNIFICATION

The Company and the Manager agree to protect, indemnify and hold each other harmless from and against any and all losses, costs, expenses, claims, demands, judgments, orders, decrees, damages or liabilities (including without limitation, costs of litigation and reasonable attorneys' fees) arising out of, in the case of the Manager, the actual adjudication of its gross negligence or willful misconduct and, in the case of the Company, any tortious conduct, or

related in any way to the failure or refusal of the indemnifying party to comply timely and fully with each of its obligations, promises and covenants set forth herein.

ARTICLE XI.
INTELLECTUAL PROPERTY LICENSE

11.1 Manager owns certain recipes, trade names, trademarks, service marks, and packaging dress used in connection with the Concept (the "Marks").

11.2 Manger hereby grants to Company a perpetual, exclusive, nontransferable license to use the Marks within the United States and on the Internet, including in any domain name, solely to manage and operate the Brewery, including the right to distribute, display, publish, and reproduce the Marks for any purpose related thereto, including but not limited to publicizing, marketing, and promoting the Brewery.

11.3 The Marks may be amended, modified, deleted, or changed by Manager, in its sole and absolute discretion, alone or in combination with any other mark or name; provided, however, that Manager shall provide written notice of any such material amendment, modification, or deletion to Company, and, Company shall be entitled to continue to use pre-printed marketing, advertising and promotional materials containing or making use of the Marks in the form used prior to such changes for a period not to exceed 30 days from receipt of the notice of any such change to the Marks.

11.4 All use of the Marks by Company shall inure to the benefit of Manager.

11.5 Nothing herein shall be construed to grant Company any right whatsoever to grant a license or sublicense to other persons to use any of the Marks.

11.6 Company recognizes and acknowledges that Manager is the sole and exclusive owner of all rights, title, and interest of every kind and nature, whether by statute or common law, in law or equity, which attach, inhere, subsist, or exist in the Marks and all goodwill associated with the Marks.

11.7 Company further agrees to cooperate fully and in good faith with Manager for the purpose of securing and preserving the Marks and to provide such consents, cooperation, and other assistance as Manager may reasonably request to perfect, defend, and protect the Marks.

11.8 The term of this license shall coincide with this Agreement.

11.9 Company shall not assign or transfer, or permit the assignment of or the transfer of, all or any part, of this Agreement without the prior written consent of Manager, which may be withheld in Licensor's sole and absolute discretion.

ARTICLE XII.
DEFAULT

12.1. Default by the Company. The Company shall be in default hereunder if anyone or more of the following shall occur or exist: (a) the Company shall fail to provide working capital, after request by the Manager pursuant to Section 5.1, sufficient to permit timely payment of any amount due to the Manager hereunder and such failure shall continue for seven (7) days after written notice thereof has been given to the Company by the Manager; or, (b) the Company shall neglect or fail to perform any of its duties or obligations hereunder or shall neglect or fail to comply with any of the provisions hereof (other than as referred to in subparagraph (a) of this Section 11.1) and shall fail to remedy the same within fourteen (14) days after the Manager shall have given the Company written notice specifying such neglect or failure or if such failure cannot reasonably be cured within said fourteen (14) days and the Company shall not have commenced to cure such failure within such period and shall not thereafter with reasonable diligence and good faith cure such failure.

12.2. Default by the Manager. The Manager shall be in default hereunder if anyone or more of the following shall occur or exist: (a) the Manager shall neglect or fail to perform any of its duties or obligations hereunder or shall neglect or fail to comply with any of the provisions hereof (other than as referred to in subparagraphs (b) and (c) of this Section 11.2) and shall fail to remedy the same within fourteen (14) days after the Company shall have given the Manager written notice specifying such neglect or failure or if such failure cannot reasonably be cured within said fourteen (14) days and the Manager shall not have commenced to cure such failure within such period and shall not thereafter with reasonable diligence and good faith work toward the cure of such failure; (b) any one or more licenses or permits necessary for the operation of the Brewery (including, without limitation, those relating to occupancy, sanitation or health) shall be permanently revoked or shall cease to be in full force and effect due to the acts or omissions of the Manager which are within the control of the Manager and are not the fault of the Company; or (c) the failure of the Manager to promptly remedy or commence action intended to remedy any situation that might cause significant damage or injury.

12.3. Remedies Upon Default. Upon the occurrence of any default under Section 11.1 or Section 11.2, the non-defaulting party may, in addition to and without prejudice to any other right or remedy available to him or it at law or in equity, terminate this Agreement by written notice of termination given to the defaulting party.

ARTICLE XIII.
ASSIGNMENT

The Manager shall not assign any of its rights or delegate any of its duties hereunder, or to freely assign its rights and delegate its duties hereunder to an entity controlling, controlled by or under common control with the Manager, unless it receives written consent of the Company.

ARTICLE XIV.
NOTICES

All notices, statements, consents, approvals, requests, demands or other communications required or permitted to be given hereunder shall be in writing, duly executed by an authorized officer or agent, and shall be delivered personally or sent by certified or registered United States mail, postage prepaid, return receipt requested, addressed as follows:

If to the Company: The Lucky Strike Corporation
 c/o Dale Steven Soble
 2747 N. Lincoln Avenue
 Chicago, Illinois 60614

If to the Manager: Atlas Brewing Company, LLC
 c/o Dale Steven Soble
 2747 N. Lincoln Avenue
 Chicago, Illinois 60614

Any notice, statement, consent, approval, request, demand or other communication, if delivered personally, shall be deemed to be given upon delivery to the entities specified above; and, if sent by mail, shall be deemed to have been given three (3) days after being deposited in the United States mail, postage prepaid, certified or registered, properly addressed as provided above. Either party may change either or both the, address and person to which notices thereafter shall be sent by giving notice to the other party in the manner provided above.

ARTICLE XV.
MISCELLANEOUS

15.1. Copies of Notices. The Company and the Manager shall each promptly furnish the other with copies of all notices received concerning the Brewery, and especially notices relating to any claimed failure to perform obligations with respect to the Brewery, including, without limitation, notices from governmental authorities and from third parties asserting rights to recover damages for personal injury or property damage, breach of contract or any other claim.

15.2. Headings. The headings to the articles and sections of this Agreement are inserted for convenience of reference only and shall in no way affect the interpretation of this Agreement.

15.3. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, memoranda and agreements, whether oral or written.

15.4. Amendment. Except as specifically provided otherwise herein, this Agreement may be amended, modified, altered or waived, in whole or in part, only by a written instrument signed by the party to be bound by such amendment, modification, alteration or waiver.

15.5. Waivers. The waiver of any of the terms and conditions of this Agreement on any occasion shall not be deemed a waiver of such terms and conditions on any future occasion.

15.6. Severability. If any term or provision of this Agreement or the application of that term or provision to any person or circumstance is illegal, invalid or unenforceable to any extent, then the remainder of this Agreement and the application of that term or provision to persons or circumstances other than those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby. It is also the intention of the parties to this Agreement that in lieu of each term or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a term or provision as similar in terms to such illegal, invalid or unenforceable term or provision as may be possible and be legal, valid and enforceable.

15.7. Binding Effect. This Agreement shall bind and inure to the benefit of the Company and the Manager and their respective successors and assigns.

15.8. Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.


15.9. Impossibility of Performance. Neither the Company nor the Manager shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (a) the unavailability of Furnishings and Equipment, Operating Supplies, Operating Services, labor or energy, or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with Legal Requirements; (b) compliance with Legal Requirements; (c) acts of God; (d) acts or omissions of the other party; (e) fires, strikes, embargoes, war, acts of terrorism, or riot; or (f) any other similar event or cause beyond the control of the non-performing party. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that said causes shall not excuse payments of amounts owed at the time of such occurrence.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first-above written.


THE COMPANY:

LUCKY STRIKE CORPORATION
an Illinois Corporation

By: 
Name: Dale Steven Soble
Title: President

THE MANAGER:

ATLAS BREWING COMPANY, LLC
an Illinois limited liability company

By: 
Name: Dale Steven Soble
Title: Managing Member

From: Randy Mosher [<mailto:randymosher@rcn.com>]

Sent: Tuesday, February 14, 2012 11:40 AM

To: Steve Soble

Subject: Re: logo

Steve,

Here's the logo cleaned up in its details. Also included a black-and-white and grayscale version at a small size, with things adjusted to to smooch together when used at small sizes.

--Randy

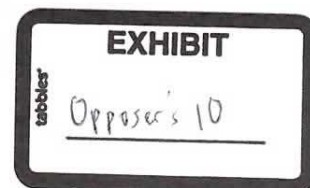
<http://randymosherdesign.com>

<http://radicalbrewing.com>

Tasting Beer

Coming Fall, 2012: Handy Book of Homebrewing

<http://5RabbitBrewery.com>





From: Randy Mosher [<mailto:randymosher@rcn.com>]

Sent: Tuesday, March 13, 2012 8:29 PM

To: Steve Soble

Subject: Re: Atlas logo

Hi Steve,

Here's a bunch of ideas about how to add some color to this thing. Let me know if there are directions you'd like to see further explored. It's a pretty bold and simple logo, and seems to work best without a lot of adornment.

Cheers,

--Randy

<http://randymosherdesign.com>

<http://radicalbrewing.com>

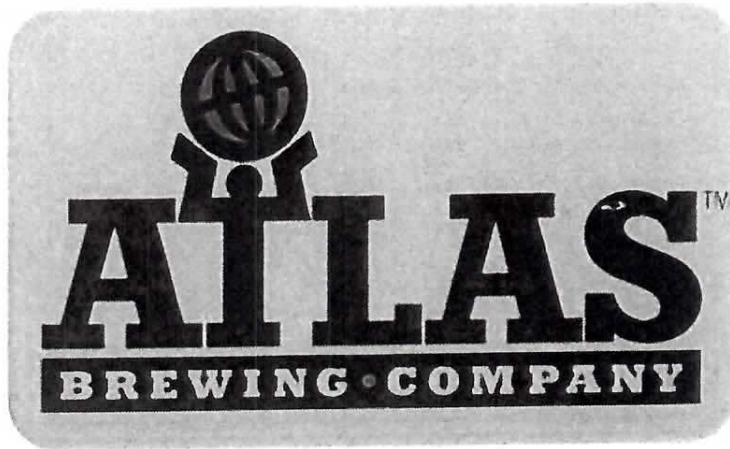
Tasting Beer

Coming Fall, 2012: Handy Book of Homebrewing

<http://5RabbitBrewery.com>





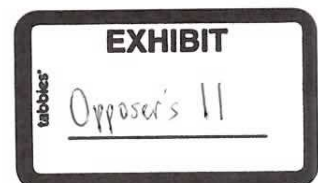






From: ponl@ttb.gov [<mailto:ponl@ttb.gov>]
Sent: Monday, April 02, 2012 8:20 AM
To: ssoble@sparetimechicago.com
Subject: New application tracking number(s) assigned

Your application has been assigned one or more new tracking numbers [2012-BRE-00170-O]. These new numbers reflect each specific commodity application type for which you have filed the application and signify that a Specialist has been assigned to begin analysis and investigation of your application(s). Please check Permits Online at <https://www.ttbonline.gov/permitsonline> for more details on your application(s).



Bond No. 61293003

Executed in Duplicate

OMB No. 1513-0013 (04/30/2012)

DEPARTMENT OF THE TREASURY
ALCOHOL AND TOBACCO TAX AND TRADE BUREAU (TTB)
CHANGE IN BOND (CONSENT OF SURETY)

1. What is the legal name of your business (read instruction G)?

Atlas Brewing Company LLC

3. What is your permit number or registry number listed on the bond that you are changing (read instruction I)?

TTB F 5130.22

7. What is the effective date of the bond that you are changing?

March 7, 2012

9. We are changing the above bond as follows:

The Principal's name has been changed to read:
Lucky Strike Corp dba Seven Ten/Atlas

2. What is your Employer Identification Number (read instruction H)?

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 4 | 5 | — | 2 | 7 | 1 | 6 | 7 | 3 | 1 |
|---|---|---|---|---|---|---|---|---|---|

4. What is the corporate surety, if any, listed on the bond that you are changing (read instruction J)?

WESTERN SURETY COMPANY

6. What is the dollar amount of the bond that you are changing?

One Thousand and 00/100 \$1,000.008. What is the effective date of this change in bond? (If no effective date is stated, the effective date is the date of its execution shown in item 10a.)
May 23, 201210a. We bind ourselves to this change and witness our hands and seals this 23rd day of May, 2012.WESTERN SURETY COMPANY10b. Signature for your business
(Read instruction K)

Printed name and title _____

Seal of your business _____

10c. Signature for corporate surety
(Read instruction K)

Printed name and title _____

Corporate seal of surety _____

Signature of two witnesses _____

Printed names of two witnesses _____

FOR TTB USE ONLY

On behalf of the United States of America, I approve and accept this consent of surety.

11a. _____
Authorized TTB Official (Signature and Title)11b. _____
Date Approved

TTB F 5000.18 (12/2009)

EXHIBIT

tabbies

Opposer's 12

DEPARTMENT OF THE TREASURY
ALCOHOL AND TOBACCO TAX AND TRADE BUREAU (TTB)
CHANGE IN BOND (CONSENT OF SURETY) - INSTRUCTIONS

- A. **What is the purpose of this form?** This form shows your, and if any, the corporate surety's requested change to a bond filed with TTB relating to wine, beer, spirits, tobacco products, or cigarette papers and tubes, and TTB's approval of that change.
- B. **Where can I get assistance?** Contact your specialist in the National Revenue Center by phone at 1-877-882-3277 or 1-513-684-3334, or e-mail to ttbquestions@ttb.gov.
- C. **Must I submit two copies with original signatures?** You must file two copies with original signatures. If we approve this change of bond, we keep one copy and return the other copy to you.
- D. **Where do I send this change in bond?** Send signed copies with necessary attachments to:
 Director, National Revenue Center
 550 Main St, Ste 8002
 Cincinnati, OH 45202-5215
- E. **How do I make corrections to this change in bond if I make a mistake?** If you make any alteration or erasure to this bond, you must identify the correction, and you, and if any, the corporate surety must initial and date next to the correction. If TTB alters this bond, you, TTB, and if any, the corporate surety must initial and date next to the correction with one exception. The exception is you do not identify the TTB permit number(s) or registry number(s) in item 3. TTB may enter the permit number(s) or registry number(s).
- F. **Must I submit this form on more than one sheet?** We prefer that you submit this change in bond on a single sheet. However, if you are unable, put your employer identification number and TTB permit number on any additional sheets.

G. Item 1. What is my business' legal name?

| If your business is a: | Your legal name is: |
|--|--|
| A sole proprietorship | Your full name |
| A partnership | The name of each partner, or the name of the partnership as filed with the State or local government |
| A corporation, association, limited liability company, or other business | The name as stated on your documents filed with the State or local government |

- H. **Item 2. What is an Employer Identification Number (EIN)?** This is the nine-digit number that the Internal Revenue Service (IRS) assigns to your business. If you do not have an EIN, you must obtain one from the IRS. Use an IRS Form SS-4 and follow instructions on the form to apply for an EIN.

- I. **Item 3. What is my TTB permit number or registry number?** DO NOT complete this item if you do not know the TTB permit number or registry number for the bond that you are changing.

- J. **Item 4. What is a corporate surety?** A corporate surety promises to pay your liability under bond. Leave this item blank if you filed a bond for your business using collateral rather than a corporate surety.

K. Item 10b. and 10c.

a. How do I sign this bond?

| If your business is: | Signature: |
|--|---|
| A sole proprietorship | a. Your name; OR b. An individual for whom you have filed TTB F 5000.8, Power of Attorney, that grants the authority to sign this bond. |
| A partnership | a. Each partner; OR b. The partner who has been given the authority to sign by the articles of partnership or similar agreement of all partners that you have filed with your application for a TTB permit; OR c. An individual for whom TTB F 5000.8, Power of Attorney has been filed, that grants the authority to sign this bond. |
| A corporation, association, limited liability company, or other business | a. An officer who has been given the authority to sign by the business documents that you have filed with your application for a TTB permit; OR b. An individual for whom you have filed TTB F 5000.8, Power of Attorney, that grants the authority to sign this bond. |

- b. Must I have a seal? If your business is a corporation, association, or other business, you may have a seal. A seal is adopted and used by a business for authenticating its corporate acts and executing legal instruments.
- c. When are witnesses needed and what must they do? If your business has no seal, the witnesses must sign and testify to the fact that you signed the bond in their presence.
- d. How must the corporate surety sign this form? An authorized individual for the corporate surety must sign and affix the corporate surety's seal. Also, the corporate surety must attach a power of attorney authorizing the individual who signs on its behalf.

Bond Number: 61293003

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M. Bent

of Sioux Falls, South Dakota

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

One Thousand and 00/100

\$1,000.00

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 23rd day of May, 2012.



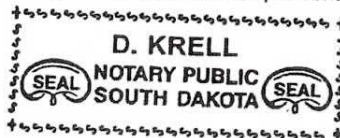
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota } ss
County of Minnehaha }

On this 23rd day of May, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of May, 2012.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Soble

From: ecommerce@ilsos.net
Sent: Friday, April 06, 2012 10:02 AM
To: ssoble@sparetimechicago.com
Subject: IL Secretary of State Adopting LLC Assumed Name.

Proposed New Name: ATLAS/SEVEN TEN

Thank you for using Secretary of State Jesse White's CyberService Express! Your application to adopt LLC Assumed Name has been received and payment processed. Please allow 24 business hours for the processing of your application.

You can check the status of your filing at <http://www.ilsos.gov/llcassumedadoptname/status> by using the Packet and Authorization Numbers provided below. If you experience any difficulty in obtaining the status of your application, please contact the Web Master at webmaster@ilsos.net

The document created in the status review step above is provided as a PDF file. You must have a recent version of the Adobe Acrobat Reader software properly installed and configured in order to view and print your document. If you are not sure if you have the correct setup you may click this link to verify Adobe Acrobat Reader http://www.cyberdriveillinois.com/special/acrobat_test_file.pdf. If you do not have the free Adobe Reader software <http://www.adobe.com/products/acrobat/readstep2.html> please download and install it before continuing.

If you are still experiencing problems retrieving your document please forward the email receipt from your transaction to webmaster@ilsos.net with a brief description of the problem.

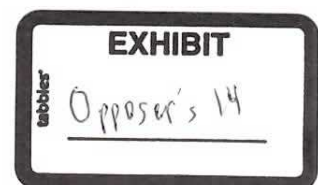
File Number: 03605299

Packet Number: 1333724179288351

Authorization Number: 168700

File Date: 04-06-2012

Total Amount: \$143.75



Soble

From: ecommerce@ilsos.net
Sent: Friday, April 06, 2012 10:03 AM
To: SSOBLE@SPARETIMECHICAGO.COM
Subject: Adopt Assumed Name status - Illinois SOS

Re: ATLAS/SEVEN TEN

File Number: 03605299

It has been our pleasure to approve and place on file the Application to Adopt an Assumed Name.

You can retrieve a copy of your filing at:
<http://www.ilsos.gov/llcassumedadoptname/status> by using the Packet and Authorization Numbers provided below. If you experience any difficulty in retrieving the document, please contact the Web Master at webmaster@ilsos.net.

Packet Number: 1333724179288351

Authorization Number: 168700

Many other services are now available on-line at www.cyberdriveillinois.com. Among other features available at this site, you may check the status of any LLC or corporation registered with the Secretary of State, purchase a Certificate of Good Standing for your company, or even file an Annual Report.

Sincerely,

Jesse White
Secretary of State

Department of Business Services
Liability Limitations Division
Telephone (217) 524-8008

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CITY OF CHICAGO

LICENSE CERTIFICATE

NON-TRANSFERABLE

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO

NAME: THE LUCKY STRIKE CORPORATION

DBA: SEVEN TEN/ATLAS

AT: 2743 - 2749 N. LINCOLN AVE., Floor #, Apt./Suite 1ST
CHICAGO, IL 60614

LICENSE NO.:

COD9100

FE\$*****40.00

LICENSE: Change of Doing Business As Name

Former DBA: SEVEN TEN

PRINTED ON : 04/30/2012

\$*****40.00

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREOF, AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW, LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES GOVERNMENT, STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO AND ALL AGENCIES THEREOF.

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF
THIS 30 DAY OF APRIL, 2012

ATTEST:

EXPIRATION DATE:



Rahm Emanuel
MAYOR

ACCOUNT NO. 15790

SITE: 1

TRANS NO

Sumana Mendez
CITY CLERK



THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES.

EXHIBIT

tabbles

Opposer's 15



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

MAY 29, 2012

5803-190-9

THE LUCKY STRIKE CORP.
DALE STEVEN SOBLE
2747 N LINCOLN AVE
CHICAGO, IL 60614

RE SEVEN TEN/ATLAS

DEAR SIR OR MADAM:

APPLICATION TO ADOPT AN ASSUMED NAME HAS BEEN PLACED ON FILE AND THE CORPORATION CREDITED WITH THE REQUIRED FEE.

THE DUPLICATE COPY IS ENCLOSED.

SINCERELY,

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
TELEPHONE (217) 782-6961

JW:CD

Opposer's Exhibit 16

A 29

Form **BCA-4.15/4.20**
(Rev. Jan. 2003)

Secretary of State
Department of Business Services
Springfield, IL 62756
217-782-9520
www.cyberdriveillinois.com

Remit payment in the form of a
check or money order, payable to
Secretary of State.

**Application to Adopt,
Change or Cancel an
Assumed Corporate Name**

FILED

MAY 29 2012

JESSE WHITE
SECRETARY OF STATE

File #: 5803-190-9

DO NOT SEND CASH

This space for use by
Secretary of State.

Date: 5-29-12

Filing Fee: \$ 90⁰⁰
(See Note Below)

Approved: [Signature]

1. Corporate Name: The Lucky Strike Corp.
2. State or Country of Incorporation: IL
3. Date Incorporated (if an Illinois corporation) or Date Authorized to Transact Business in Illinois (if a foreign corporation):
October 19 1994
Month & Day Year

Complete No. 4 and No. 5 if adopting or changing an assumed corporate name.

4. Corporation intends to adopt and to transact business under the assumed corporate name of:
Seven Ten/Atlas
5. The right to use the assumed corporate name shall be effective from the date this application is filed by the Secretary of State until October 1 2015, the first day of the corporation's anniversary
Month & Day Year
month in the next year evenly divisible by five.

Complete No. 6 if changing or cancelling an assumed corporate name.

6. Corporation intends to cease transacting business under the assumed corporate name of:

7. The undersigned corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct.

Dated April 25 2012 The Lucky Strike Corporation
Month & Day Year Exact Name of Corporation
[Signature]
Any Authorized Officer's Signature
Dale Steven Soble, President
Name and Title (type or print)

NOTE: The filing fee to adopt an assumed corporate name is \$150 if the current year ends with a 0 or 5; \$120 if the current year ends with a 1 or 6; \$90 if the current year ends with a 2 or 7; \$60 if the current year ends with a 3 or 8; or \$30 if the current year ends with a 4 or 9.

The fee for cancelling an assumed corporate name is \$5.

The fee to change an assumed name is \$25.

Illinois Department of Revenue

ST-1 Sales and Use Tax and E911 Surcharge Return (R-9/11)

Account ID 2561-6021 This form is for: May 2012

This form is due: 06/20/2012

DO NOT MAIL
INTERNET FILED RETURN

Form ST-1 is due on or before the 20th day of the month following the end of the reporting period.

You must round your figures to whole dollars. (See instructions.)

Step 1: Alcoholic Liquor Purchases (See instructions.)

If you are not required to report your purchases, go to Step 2.

Note: Distributors will also report your total purchases to us.

A Total dollar amount of alcoholic liquor purchased
(invoiced and delivered) 8,925.00

Step 2: Taxable Receipts

| | | |
|---|----------|------------------|
| 1 Total receipts (Include tax.) | 1 | <u>32,716.00</u> |
| 2 Deductions - include tax collected (From Schedule A, Line 29.) | 2 | <u>17,311.00</u> |
| 3 Taxable receipts (Subtract Line 2 from Line 1.) | 3 | <u>15,405.00</u> |

Step 3: Tax on Receipts

Sales from locations within Illinois

General merchandise

4a 15,405.00 x .0950 = **4b** 1,463.00

Food, drugs, and medical appliances

5a 0.00 x .0225 = **5b** 0.00

Sales from locations outside Illinois

General merchandise

6a 0.00 x .0625 = **6b** 0.00

Food, drugs, and medical appliances

7a 0.00 x .0100 = **7b** 0.00

Sales at prior rates

Receipts taxed at other rates

8a 0.00 **8b** 0.00

9 Tax due on receipts

(Add Lines 4b, 5b, 6b, 7b, and 8b.) **9** 1,463.00

Step 4: Retailer's Discount and Net Tax on Receipts

10 If you filed and paid by the due date,
multiply Line 9 by .0175 **10** 26.00

11 Net tax due on receipts
(Subtract Line 10 from Line 9.) **11** 1,437.00

Step 5: Tax on Purchases

General merchandise

12a 923.00 x .0625 = **12b** 58.00

Food, drugs, and medical appliances

13a 0.00 x .0100 = **13b** 0.00

Purchases at other rates

14a 0.00 **14b** 0.00

15 Tax due on purchases

(Add Lines 12b, 13b, and 14b.) **15** 58.00

Step 6: Net Tax Due

16 Tax due from receipts and purchases

(Add Lines 11 and 15.) **16** 1,495.00

16a Manufacturer's Purchase Credit

(See instructions.) **16a** 0.00

17 Prepaid sales tax

(Attach PST-2 copy A.) **17** 0.00

18 Quarter-monthly payments

(Paid on Form RR-3 or by EFT) **18** 0.00

19 Total prepayments

(Add Lines 16a, 17, and 18.) **19** 0.00

20 Net tax due

(Subtract Line 19 from Line 16.) **20** 1,495.00

Step 7: Payment Due

21 E911 Surcharge

(From Schedule B, Line 10.) **21** 0.00

22 Excess tax and excess surcharge collected

(See instructions.) **22** 0.00

23 Total tax and surcharge due

(Add Lines 20, 21 and 22.) **23** 1,495.00

24 Credit amount

(See instructions.) **24** 0.00

25 Payment due

(Subtract Line 24 from Line 23.) **25** 1,495.00

Step 8: Sign Below

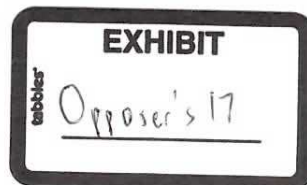
Under penalties of perjury, I state that I have examined this return and, to the best of my knowledge, it is true and correct. The information in this return is taken from the records of the business for which it is filed.

DALE STEVEN SOBLE 773-472-1601 06/12/2012
Taxpayer Phone Date

JANICE TISCH 773-472-1601 06/12/2012
Preparer Phone Date

CONFIRMATION NUMBER: 12SWF000306056

THE LUCKY STRIKE LOUNGE
THE LUCKY STRIKE CORP
2747 N LINCOLN AVE
CHICAGO, IL 60614-1320



Schedule A — Deductions**Section 1: Taxes and miscellaneous deductions - If no Section 1 deductions, go to Section 2.**

| | | | |
|----|--|-----|-----------|
| 1 | Taxes collected on general merchandise sales and service | 1 | 1,459.00 |
| 2 | Taxes collected on food, drugs, and medical appliances sales and service | 2 | 0.00 |
| 3 | E911 surcharge collected | 3 | 0.00 |
| 4 | Resale | 4 | 0.00 |
| 5 | Interstate commerce | 5 | 0.00 |
| 6 | Manufacturing machinery and equipment (including photoprocessing) | 6 | 0.00 |
| 7 | Farm machinery and equipment | 7 | 0.00 |
| 8 | Graphic arts machinery and equipment | 8 | 0.00 |
| 9 | Supplemental Nutrition Assistance Program (SNAP - formerly called food stamps) | 9 | 0.00 |
| 10 | Enterprise zone | 10a | 0.00 |
| | a Sales of building materials | 10b | 0.00 |
| | b Sales of items other than building materials | | |
| 11 | High impact business | 11a | 0.00 |
| | a Sales of building materials | 11b | 0.00 |
| | b Sales of items other than building materials | 12 | 0.00 |
| 12 | River edge redevelopment zone building materials | 13 | 0.00 |
| 13 | Exempt organizations | 14 | 15,219.00 |
| 14 | Sales of service - identify here <u>PARTY SERVICE SALES</u> | | |
| 15 | Other (including cash refunds, newspapers and magazines, etc.) - identify below <u>MPEA, 7510 & 7525 CITY TAXES</u> | 15 | 633.00 |
| 16 | Total Section 1 deductions. Add Lines 1 through 15. | 16 | 17,311.00 |

Section 2: Motor fuel deductions - If no Section 2 deductions, go to Section 3.

| State motor fuel tax | | Number of gallons | Rate | | |
|------------------------------------|---|-------------------|------------|---|----------|
| 17 | Gasoline | 17a 0.000 | x .1900 | = | 17b 0.00 |
| 18 | Gasohol and majority blended ethanol | 18a 0.000 | x .1900 | = | 18b 0.00 |
| 19 | Diesel (including biodiesel and biodiesel blends) | 19a 0.000 | x .2150 | = | 19b 0.00 |
| 20 | Dieselhol | 20a 0.000 | x .2150 | = | 20b 0.00 |
| 21 | Other special fuels | 21a 0.000 | x .1900 | = | 21b 0.00 |
| Specific fuels sales tax exemption | | Receipts | Percentage | | |
| 22 | Gasohol | 22a 0.00 | x .2000 | = | 22b 0.00 |
| 23 | Biodiesel blend (90 - 99 percent petroleum-based product) | 23a 0.00 | x .2000 | = | 23b 0.00 |
| 24 | Biodiesel blend (1- 89 percent petroleum-based product) | 24a 0.00 | x 1.0000 | = | 24b 0.00 |
| 25 | 100 percent biodiesel | 25a 0.00 | x 1.0000 | = | 25b 0.00 |
| 26 | Majority blended ethanol fuel | 26a 0.00 | x 1.0000 | = | 26b 0.00 |
| 27 | Other motor fuel deductions | | | | 27 0.00 |
| 28 | Total Section 2 deductions. Add Lines 17b through 26b and 27. | | | | 28 0.00 |

Section 3: Total deductions

| | | | |
|----|--|----|-----------|
| 29 | Add Lines 16 and 28. Write this amount on Step 2, Line 2 on the front page of this return. | 29 | 17,311.00 |
|----|--|----|-----------|

Schedule B — E911 Surcharge

| | | | | | |
|---|---|-----------------|---|----|------|
| 1 | Receipts from retail transactions of prepaid wireless telecommunications service | | | 1 | 0.00 |
| | Do not include E911 Surcharge collected from customers or receipts from exempt sales. | | | | |
| Figure your breakdown of retail transactions for Chicago locations | | | | | |
| 2 | For Chicago locations | 2a 0.00 x .0700 | = | 2b | 0.00 |
| 3 | For Chicago locations at prior rates | 3a 0.00 | | 3b | 0.00 |
| 4 | Total E911 Surcharge for Chicago. Add Lines 2b and 3b. | | | 4 | 0.00 |
| Figure your breakdown of retail transactions for non-Chicago locations | | | | | |
| 5 | For non-Chicago locations | 5a 0.00 x .0150 | = | 5b | 0.00 |
| 6 | For non-Chicago locations at prior rates | 6a 0.00 | | 6b | 0.00 |
| 7 | Total E911 Surcharge for non-Chicago locations. Add Lines 5b and 6b. | | | 7 | 0.00 |
| Figure your net E911 Surcharge | | | | | |
| 8 | Total E911 Surcharge. Add Lines 4 and 7. | | | 8 | 0.00 |
| 9 | If you filed and paid by the due date, multiply Line 8 by .0500 | | | 9 | 0.00 |
| 10 | Subtract Line 9 from Line 8. Write this amount on Step 7, Line 21. | | | 10 | 0.00 |

This form is authorized as outlined under the tax or fee Act imposing the tax or fee for which this form is filed. Disclosure of this information is required. Failure to provide information may result in this form not being processed and may result in a penalty.

ST-1 Electronic Funds Withdrawal

DO NOT MAIL
INTERNET FILED RETURN

| | |
|------------------------|----------------------------------|
| Name on account: | LUCKY STRIKE DBA ATLAS/SEVEN TEN |
| This payment is for: | May 2012 |
| Payment amount: | 1,495.00 |
| Date to debit account: | 06/20/2012 |
| Account type: | BUSINESS CHECKING |
| Routing number: | 071001533 |
| Account number: | 1205004185 |
| Daytime phone number: | 773-472-1601 |
| Home phone number: | 773-244-3888 |
| Email Address: | JTISCH@SPARETIMECHICAGO.COM |

**CONTRACT INDUSTRIES, INC.**

Atlas Brewery
2743 N. Lincoln
Chicago, Illinois
Attn: Steve Soble

April 11, 2012

RE: Remodel

We are pleased to provide our custom seating proposal for the referenced project as follows:

- (2) Single (End) Booths with finished rear backs, 72" long.
- (5) Double (Center) Booths at 72" long.
6 "Six-Passenger" Booth Openings
1 Side Only Finished
- (2) "U" Shaped settees, 5'-0" x 7'-0" x 5'-0" long each. Finished end on right facing unit.

The above booths to be 42" high, fully upholstered with a plain/smooth back and removable spring seat. Backs to be wrapped in Pollack Rave, Color Blacklight with Nassimi Vintage Coal vinyl on the seats (Per K.I.)

- (1) Straight wall bench with diamond tufted back, 19'-6" long x 7'-6" tall. Back to be tufted using Design-Tex Rave, Color Steel. Removable spring seat to be wrapped in Nassimi Vintage Coal (Per K.I.) @ \$ 24,482.00
- (1) Pre-finished walnut communal table assembly (per New Line Tavern). 16'-0" long x 3'-0" wide x 3'-6" high. Solid walnut tongue and grooved top with 3" wide edge. Lower "H" shaped support wall with footrails on all sides included. @ \$ 5,560.00

Total Net Price, Delivered and Installed \$ 30,042.00

Deposit Requested \$ 10,000.00

Mark S. Weitzman

Accepted by: _____

Date: 4/16/12

6641 SOUTH NARRAGANSETT BEDFORD PARK, ILLINOIS 60638
(708) 458-8150 FAX (708) 458-8155 EMAIL CONTRACTINDUSTRIES@SBCGLOBAL.NET

EXHIBIT

tabbies

Opposer's 18

THE CIRCLE WILL BE A CLOSED ALUMINUM CHANNEL, LETTER, PAINTED TUCSON GOLD WITH THE SLABES ROUTED OUT, BACKED WITH RED PLEX, LT WITH RED LED,

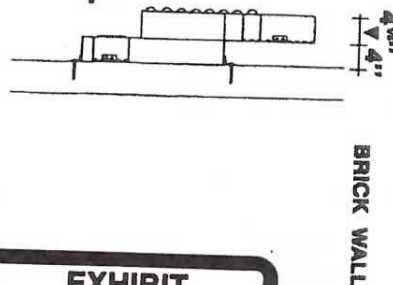


ROUTED COPY BACKED WITH RED PLEX TO ILLUMINATE RED / LED

ILLUMINATED S.F. SIGN

.003 ALUMINUM
RETURN TUCSON GOLD
LED COLOR RED
11 WATT LIGHTBULBS
LETTERS MOUNTED ON A 2 1/2" RACER
RETAINER SATIN BLACK

ROUTED LETTERS RED PLEX.



SIDE VIEW

BRICK WALL

EXHIBIT

Opposer's 19

(2) 0 8 (P)



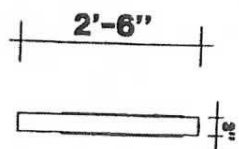
NON-ILLUMINATED D.F. SIGN

ALUMINUM RETAINER 3"X30"X48", SATIN BLACK

WOOD OR OTHER MATERIAL TO BLOCK BEHIND NEW FRONT FOR D.F. INSTALLED BY OWNER NEEDS TO BE 10" WIDE 30" TALL DEPTH BY OWNER.

LOCATED ABOVE DOOR JUST EAST OF THAT DOOR

SIDE VIEW D.F.
1/4" CUT OUT SATIN
PAINTED TUCSON GOLD
RED VINYL TEXT



BEST NEON SIGN CO.

SCALE NO SCALE SK. NO. ATLAS2
CUSTOMER ATLAS
JOB ADDRESS 2747 N. LINCOLN
CITY CHICAGO STATE IL.
ARTIST MICHAEL DATE 4/27/12
CUSTOMER APPROVAL: DATE

PLEASE NOTE:

By signing the approval box on this sketch, I understand that I am accepting all aspects of this drawing. This includes artwork, specifications, dimensions, spelling and any other representations herein. I also understand that color representations on this sketch are approximate, and may not match manufactured product exactly.



A-2



APPLICATION CHECKLIST (continued)

☐ Acceptance Letter

ACCEPTANCE OF GRANT OF PRIVILEGE PERMIT TERMS

I hereby understand and accept the terms and conditions relative to the issuance of the permit, and by signing below, I acknowledge the receipt of a copy of the Municipal Code of Chicago's 10-28 and 13-20 regulations, as well as all the additional requirements promulgated herein:

I understand it shall be my duty as the permit holder, and as a condition of the permit, to:

1. Comply with all the requirements defined within Chicago's Municipal Code, the Rules and Regulations, as well as the requirements promulgated herein;
2. Upon the passage of the permit ordinance at City Council, pay the **non-refundable** applicable Grant of Privilege annual permit fee.
3. Upon the submission of the permit application the applicant shall furnish the certificate of insurance; and,
4. Resolve all Account Holds since failure to do so will prevent the processing of this permit application;
5. Install or maintain the grant of privilege after the issuance of the permit by the Commissioner of Business Affairs and Consumer Protection;

I hereby agree to accept the terms and conditions relative to issuance of the permit.

I agree to renew the Certificate of Insurance at least 10 days prior to expiration of the policy.

I understand that if the item or items are not constructed/maintained the permit fees will not be refunded.

I understand that failure to adhere to all conditions imposed in the permit may result in revocation of the permit.

* SIGNATURE: _____ DATE: 4-27-12
 PRINT NAME: Steven Sobler TITLE: owner

Chicago Business License #
 ACCOUNT #: _____ SITE # _____
 LEGAL NAME OF ENTITY: _____
 BUSINESS NAME (DBA): _____
 BUSINESS LOCATION ADDRESS: _____
 CITY: Chicago STATE: Illinois ZIP CODE: _____
 BUSINESS PHONE: _____
 E-MAIL: _____ PERMIT TYPE: _____



EXHIBIT

tabbles

Opposer's 20

A-3



APPLICANT INFORMATION

LEGAL NAME OF ENTITY: Atlas Brewing Company
 PERMIT MAILING ADDRESS: _____
 CITY: Chicago STATE: IL ZIP: _____
 CONTACT PERSON: Steve Soble TITLE: _____
 PHONE: _____ FAX: _____ E-MAIL: _____

PROPERTY OWNER INFORMATION

NAME: Steve Soble
 ADDRESS: _____
 CITY: Chicago STATE: IL ZIP: _____

USE OF THE PUBLIC WAY

1. List the proposed or existing use(s) below, and complete the worksheet on page 3.
 Use only one application for all public way use type.

| TYPE | HOW MANY? | BUILDING ADDRESS |
|-------------|-----------|------------------|
| <u>Sign</u> | <u>2</u> | <u>*</u> |
| | | |
| | | |
| | | |

2. Please enclose one sketch of proposed use of the public way, which maps to scale the proposed use and its relationship to surrounding right-of-way. All measurements must be indicated.
3. All "No Fee" items require a \$50 application fee. Please remit with application.
4. "No Fee" items are listed in the price list on page 6.
5. The prints should also accurately depict the location of the property line and public facilities (meters, light poles, sidewalks).

APPLICANT CERTIFICATION

I hereby certify that all statements made as part of the application, and the attachments herein, are true to the best of my knowledge and belief.

BY: _____ TITLE: _____
 F.E.I.N. or SOCIAL SECURITY NUMBER: _____

ALDERMAN'S APPROVAL

As part of this application process, you are required to notify/obtain approval from the Alderman in whose ward your proposed use of the public way is located.

ALDERMAN'S SIGNATURE: _____
 DATE: _____ WARD: _____



A-7



APPLICATION WORKSHEET

For use by NEW APPLICANTS ONLY.

For renewals obtain form from City Hall, 121 N. LaSalle St., Rm. 800 or call (312) 74 - GOBIZ (744-6249)

DIMENSIONS OF PUBLIC WAY USE WORKSHEET

Use for all public way encroachments except canopies, signs (including marquees) and sidewalk cafés.

Complete the worksheet for use of the public way and indicate all applicable measurements.

| Exact Street (i.e. S. State St.) | Quantity | Length of sign | Width of sign from Bail over sidewalk | Depth of sign | Height of sign | Height below or above grade | Is this an Existing Public Way Use (Y/N) |
|-------------------------------------|----------|-------------------|--|------------------|-------------------|--------------------------------|--|
| North Lincoln | 1 | 8' | 8" | 8" | 3'-4" | 15'-4" | NO |
| North Lincoln | 1 | 4' | 5' | 3" | 2'-6" | 11'-6" | NO |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Describe in detail how the public way is to be used together with the description of location.

2 - Signs project over the public way
See sketch: ATLAS 2

YEAR* BUILDING WAS CONSTRUCTED:

* Buildings built before 1923 must provide documentation.

NOTE: Pursuant to section 2-154-030 of the Municipal Code of the City of Chicago the Corporation Counsel of the City of Chicago may require any such additional information from any applicant to achieve full disclosure relevant to the request for action by the City Council or other city agency. Pursuant to section 2-154-020 of the Municipal code of the City of Chicago any material change in the information required above must be provided by supplementing this statement at any time up to the time the City Council or any city agency takes action on the application.





FEE STRUCTURE - Annual Fees

FLAT FEES

| | |
|------------------------|--|
| Awning | \$50 for the first 25 feet + \$1 each additional foot |
| Canopy | \$50 for the first 25 feet + \$1 each additional foot |
| Balcony | \$75 each |
| Banner | \$75 each |
| Barber Pole | \$10 each |
| Bay Window | \$75 each |
| Bicycle Rack | \$0 / \$50 application fee |
| Bollard | \$75 each |
| Cable | \$50 for 1 st 25 feet + \$1 each additional linear foot |
| Conduit (fiber or not) | \$6 per linear foot |
| Clock | \$400 each |
| Door Swing | \$75 each |
| Fire Escape | \$400 each |
| Flag Pole | \$75 each |
| Light Fixture | \$75 for the first + \$5 each additional light |
| Light Pole | \$75 each |
| Manhole | \$400 each |
| Marquee | \$50 for the first 25 feet + \$1 each additional foot |
| Park Bench | \$75 each |
| Security Camera | \$0 / \$50 application fee |
| Sign | \$100 each (if less than 25 square feet) |
| | \$300 each (if 25 square feet and up) |
| Smoking Management | \$75 each (permanent) |
| Receptacle | \$0 / \$50 application fee (portable) |
| Trash Container | \$75 each |
| Windscreen | \$400 each |
| Landscaping | \$0 / \$50 application fee |
| Planter | \$0 / \$50 application fee |
| Trees | \$0 / \$50 application fee |
| Tree Grate | \$0 / \$50 application fee |

The fees for all other structures occupying the public way are determined by a formula based on square feet, real estate value, and level (on, over, under the public way), with a minimum charge of \$400 per item.

Notwithstanding the above, the total fee for a public way use for any combination of signs less than 25 square feet, canopies, awnings, or light fixtures, at the same location, shall not exceed \$175.00 for all such public way uses.

Exemption: No fee shall be charged for a public way use that is on or above the public way for the following:

In the case of a residential building, as that term is defined in section 17-17-02146, constructed in or before 1922 (with proof provided with this application), a public way use that is part of the original construction and is a permanent structure of the building provided that in the case of a mixed used building, any public way use that solely is for the use or benefit of any commercial or business activity in the building shall pay the fees for the public way use. In the case of a landmark building, any part of the building which is on or over the public way, including a clock or light fixture if the clock or light fixture is part of the landmark designation. For the purposes of this section, a landmark building shall also include any building, other than a non-contributing building in a landmark district. For any public way use which is below grade level or under the public way or other public place for any building specified above shall pay the appropriate fees.

In addition, pursuant to the Municipal Code of Chicago, the permittee shall indemnify the City of Chicago and its agents and employees, and furnish proof of insurance naming the City of Chicago and its agents and employees as additional insured throughout the duration of the permit term.

DO NOT INCLUDE ANNUAL FEE PAYMENT(S) WITH THIS APPLICATION.



City of Chicago | Department of Business Affairs and Consumer Protection | Public Way Use Unit
Business Assistance Center | City Hall, Room 800 | 121 North LaSalle Street | Chicago, Illinois 60602
www.cityofchicago.org/bacp | 312.74.GOBIZ (744.6249) | 312.742.1974 (TTY)



ALDERMANIC WARD OFFICES LIST

| Person Name | Ward | Ward Phone | E-mail | Ward Office | Zip | City Hall Phone |
|-----------------------|------|----------------|-----------------------------------|-----------------------------|-------|-----------------|
| Moreno, Proco Joe | 1 | (773) 278-0101 | ward01@cityofchicago.org | 2058 N. Western Ave. | 60647 | (312) 744-3063 |
| Fioretti, Bob | 2 | (312) 263-9273 | Robert.Fioretti@cityofchicago.org | 1319 S. State St., Suite A | 60605 | (312) 744-6836 |
| Dowell, Pat | 3 | (773) 373-9273 | Pat.Dowell@cityofchicago.org | 5046 S. State St. | 60609 | (312) 744-8734 |
| Burns, William D. | 4 | (773) 536-8103 | | 435 E. 35th St., 1st Floor | 60616 | |
| Hairston, Leslie A. | 5 | (773) 324-5555 | lhairston@cityofchicago.org | 2325 E. 71st Street | 60649 | (312) 744-6832 |
| Sawyer, Roderick T. | 6 | (773) 635-0006 | | 463 & 1/2 E. 83rd St. | 60619 | |
| Jackson, Sandi | 7 | (773) 375-9180 | ward07@cityofchicago.org | 7123 S Yates | 60649 | (312) 744-6833 |
| Harris, Michelle A. | 8 | (773) 874-3300 | meharris@cityofchicago.org | 8539 S. Cottage Grove | 60619 | (312) 744-3075 |
| Beale, Anthony | 9 | (773) 785-1100 | ward09@cityofchicago.org | 34 East 112th Place | 60628 | (312) 744-6838 |
| Pope, John | 10 | (773) 721-1999 | jpope@cityofchicago.org | 3522 E. 106th St. | 60617 | (312) 744-3078 |
| Balcer, James | 11 | (773) 254-6677 | jbalcer@cityofchicago.org | 3659 S. Halsted St. | 60609 | (312) 744-6663 |
| Cardenas, George A. | 12 | (773) 523-8250 | ward12@cityofchicago.org | 2456 W. 38th St. | 60632 | (312) 744-3040 |
| Quinn, Marty | 13 | (773) 581-8000 | | 6500 S. Pulaski Rd. | 60629 | |
| Burke, Edward M. | 14 | (773) 471-1414 | eburke@cityofchicago.org | 2650 W. 51st Street | 60632 | (312) 744-3380 |
| Foulkes, Toni | 15 | (773) 863-0220 | Toni.Foulkes@cityofchicago.org | 3045 W. 63rd St. | 60629 | (312) 744-6850 |
| Thompson, Joann | 16 | (773) 434-3399 | JoAnn.Thompson@cityofchicago.org | 5335 S. Western Blvd. | 60609 | (312) 744-3069 |
| Thomas, Latasha R. | 17 | (773) 723-0908 | lthomas@cityofchicago.org | 7811 S. Racine Ave. | 60620 | (312) 744-7738 |
| Lane, Lona | 18 | (773) 471-1991 | ward18@cityofchicago.org | 8146 S. Kedzie | 60652 | (312) 744-6856 |
| O'Shea, Matthew J. | 19 | (773) 238-8766 | | 10400 S. Western Ave. | 60643 | |
| Cochran, Willie | 20 | (773) 955-5610 | Willie.Cochran@cityofchicago.org | 6357 S. Cottage Grove | 60637 | (312) 744-6840 |
| Brookins, Jr., Howard | 21 | (773) 881-9300 | ward21@cityofchicago.org | 9612 S. Halsted St. | 60628 | (312) 744-4810 |
| Munoz, Ricardo | 22 | (773) 762-1771 | rmunoz@cityofchicago.org | 2500 S. St Louis | 60623 | (312) 744-9491 |
| Zalewski, Michael R. | 23 | (773) 582-4444 | mzalewski@cityofchicago.org | 6247 S. Archer Ave. | 60638 | (312) 744-6828 |
| Chandler, Michael D. | 24 | (773) 533-2400 | | 1158 S. Keeler St. | 60624 | |
| Solis, Daniel | 25 | (773) 523-4100 | dsolis@cityofchicago.org | 2439 S. Oakley St. | 60608 | (312) 744-6845 |
| Maldonado, Roberto | 26 | (773) 395-0143 | | 2434 W. Division St. | 60622 | (312) 744-6853 |
| Burnett, Jr., Walter | 27 | (312) 432-1995 | wburnett@cityofchicago.org | 1463 W. Chicago Ave. | 60622 | (312) 744-6124 |
| Ervin, Jason C. | 28 | (773) 533-0900 | jason.ervin@cityofchicago.org | 259 N. Pulaski Rd. | 60624 | (312) 744-3066 |
| Graham, Deborah L. | 29 | (773) 261-4646 | | 5755 West Division Street | 60651 | (312) 744-8805 |
| Reboyras, Ariel | 30 | (773) 794-3095 | ward30@cityofchicago.org | 3348 N. Milwaukee Ave. | 60641 | (312) 744-3304 |
| Suarez, Regner Ray | 31 | (773) 486-6488 | rsuarez@cityofchicago.org | 4502 W. Fullerton Ave. | 60639 | (312) 744-6102 |
| Waguespack, Scott | 32 | (773) 248-1330 | info@ward32.org | 2657 N. Clybourn | 60614 | (312) 744-6587 |
| Mell, Richard F. | 33 | (773) 478-8040 | rmell@cityofchicago.org | 3649 N. Kedzie Ave. | 60618 | (312) 744-6825 |
| Austin, Carrie M. | 34 | (773) 928-6861 | caustin@cityofchicago.org | 507 W. 111th St. | 60628 | (312) 744-6820 |
| Colón, Rey | 35 | (773) 365-3535 | ward35@cityofchicago.org | 2710 N. Sawyer Ave. | 60647 | (312) 744-6835 |
| Sposato, Nicholas | 36 | (773) 836-0036 | | 6934 W. Diversey | 60707 | |
| Mitts, Emma | 37 | (773) 745-2894 | emitts@cityofchicago.org | 5344 W. North Ave. | 60639 | (312) 744-8019 |
| Cullerton, Timothy M. | 38 | (773) 545-3838 | | 5817 W. Irving Park Rd. | 60634 | (312) 744-6811 |
| Laurino, Margaret | 39 | (773) 736-5594 | mlaurino@cityofchicago.org | 4404 W. Lawrence Ave. | 60630 | (312) 744-7242 |
| O'Connor, Patrick J. | 40 | (773) 769-1140 | pjoconnor@cityofchicago.org | 5850 N. Lincoln Ave. | 60659 | (312) 744-6858 |
| O'Connor, Mary | 41 | (773) 594-8341 | | 6107 N. Northwest Highway | 60631 | |
| Reilly, Brendan | 42 | (312) 642-4242 | Brendan.Reilly@cityofchicago.org | 325 W. Huron, Suite 510 | 60654 | (312) 744-3062 |
| Smith, Michele | 43 | (773) 348-9500 | yourvoice@ward43.org | 735 W. Wrightwood Ave. | 60614 | |
| Tunney, Thomas | 44 | (773) 525-6034 | ttunney@cityofchicago.org | 1057 W. Belmont Ave. | 60657 | (312) 744-3073 |
| Arena, John | 45 | (773) 286-4545 | ward45@cityofchicago.org | 4754 N. Milwaukee Ave. | 60630 | (312) 744-6841 |
| Cappleman, James | 46 | (773) 878-4646 | info@james46.org | 4544 N. Broadway Ave. | 60640 | |
| Pawar, Ameya | 47 | (773) 868-4747 | info@chicago47.org | 4243 N. Lincoln Ave. | 60618 | |
| Osterman, Harry | 48 | (773) 784-5277 | | 5533 N. Broadway Ave. | 60640 | |
| Moore, Joe | 49 | (773) 338-5796 | ward49@cityofchicago.org | 7356 N. Greenview Ave. | 60626 | (312) 744-3067 |
| Silverstein, Debra L. | 50 | (773) 262-1050 | info@50thwardchicago.com | 2949 W. Devon Ave., Suite A | 60659 | |

Please go to <http://www.cityofchicago.org/city/en/about/council.html> for up-to-date aldermanic information.



City of Chicago | Department of Business Affairs and Consumer Protection | Public Way Use Unit
Business Assistance Center | City Hall, Room 800 | 121 North LaSalle Street | Chicago, Illinois 60602
www.cityofchicago.org/bacp | 312.74.GOBIZ (744.6249) | 312.742.1974 (TTY)



Department of Business Affairs and Consumer Protection
Business Assistance Center - Public Way Use Unit
City Hall - 121 N. LaSalle Street, Room 800 • Chicago, IL 60602
(312)-74-GOBIZ (312-744-6249) • (312) 744-1944 (TTY)
<http://www.cityofchicago.org/bacp>

CITY OF CHICAGO
DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION
BUSINESS ASSISTANCE CENTER - PUBLIC WAY USE UNIT

Printed On: 05/03/2012

SEVEN TEN/ATLAS
c/o C.C. Grant
2747 N. LINCOLN AVE.
CHICAGO, IL 60614

Chicago, IL
Issued: 05/03/2012
Acct No. 15790 - 1
Permit No. 1096638
Ward: 32

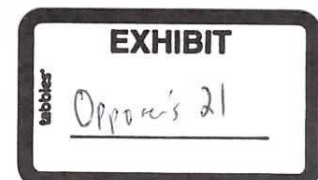
Pursuant to an Ordinance passed by the City Council of the City of Chicago on 11/02/2011, and Printed upon page 12044 of the Journal of the Proceedings of the City Council of that date, permission and authority are hereby given and granted to **SEVEN TEN/ATLAS**.
(SEE ATTACHED ORDINANCE)

THIS PERMIT IS ISSUED AND ACCEPTED upon the condition that said **sign** shall be constructed and maintained in accordance with and subject to all conditions, stipulations and requirements of the ordinances of the City of Chicago, and all orders and ordinances which may be passed by the City Council pertaining to same, and all orders of the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

THIS PERMIT IS REVOCABLE by the Commissioner of Department of Business Affairs and Consumer Protection at any time.

Department of Business Affairs and Consumer Protection, City of Chicago



er/nestor+

ITECTURE - DESIGN

8135 MONTICELLO AVENUE
SKOKIE IL 60076 US
Tel : 847+763+169
Fax : 847+763+169

INVOICE

FROM:

Barker Nestor, Inc.
8135 Monticello Ave.
Skokie, IL 60076
T: 847+763+1692
FEIN: 36-4172794

N0021B-2

27-Apr-12

J
Please
post.

SUBMITTED TO:

Mr. Steve Soble
SPARE TIME
2747 N. Lincoln Ave.
Chicago, IL 60614

PROJECT:

Atlas Brewery
2747 N. Lincoln
Chicago, IL

We hereby submit for payment on the above referenced project for:

BASE CONTRACT

| | |
|---|-------------|
| Preliminary Zoning & Building Code Analyses | Completed |
| Preliminary Design | Completed |
| Schematic Design | \$3,120.00 |
| Construction Documents | \$11,360.00 |
| Construction Administration | Hourly |
| Structural Systems Design & Documentation | \$0.00 |
| M.E.P. Systems Design & Documentation | \$10,000.00 |
| Preliminary Conceptual Research & Design | \$1,400.00 |
| Standard Fixtures & Furnishings Seletion | \$2,500.00 |
| Art & Artifact Resourcing & Selection | \$1,700.00 |
| Fixed Fee | \$24,480.00 |

ADDITIONAL SERVICES

| | |
|------|--------|
| None | \$0.00 |
|------|--------|

REIMBURSABLES

| | |
|---|----------|
| Outsource Printing & Delivery Service (x1.15) | \$244.00 |
|---|----------|

PREVIOUS PAYMENTS

| | |
|------------------------|--------------|
| Ck#2 July 20th, 2011 | (\$8,000.00) |
| CK#4 August 26th, 2011 | (\$5,800.00) |

THIS INVOICE

Owner Design Changes Issued: February 8th, 2012

(3) Principal Hours @ \$150/ Hour

\$450.00 Pro Bono

(58) Project Manager Hours @ \$85/Hour

\$4,930.00 Pro Bono

M.E.P. Systems Designs & Documentation

\$10,000.00

Schematic Design (Remaining)

\$680.00

Reimbursables

\$244.00

TOTAL DUE NOW

\$10,924.00

A 5

EXHIBIT

tabbles

Opposer's 22

+

North Community Bank
Edens Bank • First Commercial Bank
3030 N. Broadway, Chicago, IL 60613

ATLAS BREWING COMPANY LLC
2747 N LINCOLN AVE
CHICAGO IL 60614

CONVENIENT
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banking...

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Visit a branch for more details!

| Last Statement Date | Current Statement Date | Pages |
|---------------------|------------------------|---------|
| April 30, 2012 | May 31, 2012 | 1 of 15 |

Statement Summary

| Account Description | Account Number | Opening Balance | Total Credits* | Total Debits* | Ending Balance |
|---------------------|----------------|-----------------|----------------|---------------|----------------|
| FREE BUSINESS PLUS | 1205004185 | 11,589.38 | 228,620.29 | 219,740.46 | 20,469.21 |
| | | | (1,307) | (1,307) | |

*Total Credits/Total Debits do not include Interest and/or Service Charges

Statement Detail

FREE BUSINESS PLUS-1205004185

| Date | Check Number | Transaction | Credits(+) | Debits(-) | Balance |
|--------|--------------|-----------------------------|--------------|-----------|------------|
| MAY 01 | | HRTLAND PMT SYS TXNS/FEES | | 118.68 ✓ | 11,470.70 |
| | | ATLAS SEVEN TEN LOUNG | | | |
| MAY 01 | 20024 | CHECK | | 1,500.00 | 9,970.70 |
| MAY 01 | 1003 | CHECK | | 713.07 | 9,257.63 |
| MAY 01 | 20023 | CHECK | | 561.97 | 8,695.66 |
| MAY 04 | 20018 | CHECK | | 300.00 | 8,395.66 |
| MAY 07 | | HRTLAND PMT SYS TXNS/FEES | 2,372.92 ✓ | | 10,768.58 |
| | | ATLAS SEVEN TEN | | | |
| MAY 07 | | HRTLAND PMT SYS TXNS/FEES | 2,600.48 ✓ | | 13,369.06 |
| | | ATLAS SEVEN TEN | | | |
| MAY 07 | | DEPOSIT | 546.00 ✓ | | 13,915.06 |
| MAY 07 | | DEPOSIT | 280.00 ✓ | | 14,195.06 |
| MAY 07 | | DEPOSIT | 95.00 ✓ | | 14,290.06 |
| MAY 07 | 20027 | CHECK | | 519.94 | 13,770.12 |
| MAY 07 | 1008 | CHECK | | 275.76 | 13,494.36 |
| MAY 08 | | Chicago Beverage FintechEFT | | 129.40 ✓ | 13,364.96 |
| | | Spare Time, Inc. dba L | | | |
| MAY 08 | | HRTLAND PMT SYS TXNS/FEES | 1,244.23 ✓ | | 14,609.19 |
| | | ATLAS SEVEN TEN | | | |
| MAY 08 | | LN DISB 11052995 JMR/NXW | 149,238.43 ✓ | | 163,847.62 |
| MAY 08 | | DEPOSIT | 10,000.00 ✓ | | 173,847.62 |
| MAY 08 | | DEPOSIT | 761.57 ✓ | | 174,609.19 |

Continued on page 2

* Asterisk next to transaction date indicates the date shown is the effective date and not the transaction date

Opposer's Exhibit 23 A 46

A 47

ATLAS BREWING COMPANY LLC

Statement Detail (cont'd)

May 31, 2012

Page 2 of 15

| Date | Check Number | Transaction | Credits(+) | Debits(-) | Balance |
|--------|--------------|-----------------------------|------------|------------|------------|
| MAY 08 | 1009 | CHECK | | 756.14 | 173,853.05 |
| MAY 09 | | fintech.net FintechEFT | | 20.00 ✓ | 173,833.05 |
| | | Spare Time, Inc. dba L | | | |
| MAY 09 | | HRTLAND PMT SYS TXNS/FEEES | 86.00 ✓ | | 173,919.05 |
| | | ATLAS SEVEN TEN | | | |
| MAY 09 | 20030 | CHECK | | 300.00 ✓ | 173,619.05 |
| MAY 10 | | Chicago Beverage FintechEFT | | 228.18 | 173,390.87 |
| | | Spare Time, Inc. dba L | | | |
| MAY 10 | | PAYCOR INC. SVC-PAYCOR | | 300.10 ✓ | 173,090.77 |
| | | ATLAS BREWING COMPANY | | | |
| MAY 10 | | PAYCOR INC. tax fund | | 726.15 ✓ | 172,364.62 |
| | | ATLAS BREWING COMPANY | | | |
| MAY 10 | | River North Sale FintechEFT | | 121.18 ✓ | 172,243.44 |
| | | Spare Time, Inc. dba L | | | |
| MAY 10 | | HRTLAND PMT SYS TXNS/FEEES | 257.47 ✓ | | 172,500.91 |
| | | ATLAS SEVEN TEN | | | |
| MAY 10 | | Windy City Distr FintechEFT | | 145.88 ✓ | 172,355.03 |
| | | Spare Time, Inc. dba L | | | |
| MAY 11 | | HRTLAND PMT SYS TXNS/FEEES | 468.82 ✓ | | 172,823.85 |
| | | ATLAS SEVEN TEN | | | |
| MAY 11 | | Louis Glunz Beer FintechEFT | | 300.02 ✓ | 172,523.83 |
| | | Spare Time, Inc. dba L | | | |
| MAY 11 | | DEPOSIT | 5,000.00 ✓ | | 177,523.83 |
| MAY 11 | | DEPOSIT | 260.00 ✓ | | 177,783.83 |
| MAY 11 | | DEPOSIT | 70.00 ✓ | | 177,853.83 |
| MAY 11 | | DEPOSIT | 6.00 ✓ | | 177,859.83 |
| MAY 11 | 1011 | PRIORITY CHECK | | 368.00 | 177,491.83 |
| MAY 11 | 1012 | PRIORITY CHECK | | 119.00 | 177,372.83 |
| MAY 11 | 20028 | CHECK | | 153,503.55 | 23,869.28 |
| MAY 11 | 20026 | CHECK | | 304.96 | 23,564.32 |
| MAY 14 | | HRTLAND PMT SYS TXNS/FEEES | 842.24 ✓ | | 24,406.56 |
| | | ATLAS SEVEN TEN | | | |
| MAY 14 | | HRTLAND PMT SYS TXNS/FEEES | 2,016.47 ✓ | | 26,423.03 |
| | | ATLAS SEVEN TEN | | | |
| MAY 14 | | HRTLAND PMT SYS TXNS/FEEES | 3,022.55 ✓ | | 29,445.58 |
| | | ATLAS SEVEN TEN | | | |
| MAY 14 | | DEPOSIT | 5,000.00 ✓ | | 34,445.58 |
| MAY 14 | | DEPOSIT | 756.14 ✓ | | 35,201.72 |
| MAY 14 | | DEPOSIT | 251.00 ✓ | | 35,452.72 |
| MAY 14 | | DEPOSIT | 160.00 ✓ | | 35,612.72 |
| MAY 14 | 20040 | PRIORITY CHECK | | 4,000.00 | 31,612.72 |
| MAY 14 | 20031 | CHECK | | 6,010.61 | 25,602.11 |
| MAY 14 | 104 | CHECK | | 497.51 | 25,104.60 |
| MAY 14 | 20032 | CHECK | | 227.80 | 24,876.80 |
| MAY 14 | 103 | CHECK | | 140.81 | 24,735.99 |
| MAY 14 | 102 | CHECK | | 132.47 | 24,603.52 |
| MAY 15 | 20041 | PRIORITY CHECK | | 2,000.00 | 22,603.52 |
| MAY 15 | 20025 | CHECK | | 1,500.00 | 21,103.52 |
| MAY 15 | 20039 | CHECK | | 450.07 | 20,653.45 |
| MAY 15 | 111 | CHECK | | 231.81 | 20,421.64 |
| MAY 15 | 107 | CHECK | | 91.21 | 20,330.43 |
| MAY 16 | | HRTLAND PMT SYS TXNS/FEEES | 271.37 ✓ | | 20,601.80 |
| | | ATLAS SEVEN TEN | | | |
| MAY 16 | 20029 | CHECK | | 1,220.00 | 19,381.80 |

Continued on page 3

* Asterisk next to transaction date indicates the date shown is the effective date and not the transaction date.

ATLAS BREWING COMPANY LLC

Statement Detail (cont'd)

May 31, 2012

Page 3 of 15

| Date | Check Number | Transaction | Credits(+) | Debits(-) | Balance |
|--------|--------------|-----------------------------|-------------|------------|-----------|
| MAY 16 | 105 | CHECK | | 734.05 | 18,647.75 |
| MAY 16 | 112 | CHECK | | 163.43 | 18,484.32 |
| MAY 16 | 20037 | CHECK | | 83.18 | 18,401.14 |
| MAY 16 | 101 | CHECK | | 67.94 | 18,333.20 |
| MAY 17 | | Chicago Beverage FintechEFT | | 417.74 ✓ | 17,915.46 |
| | | Spare Time, Inc. dba L | | | |
| MAY 17 | | River North Sale FintechEFT | | 210.67 ✓ | 17,704.79 |
| | | Spare Time, Inc. dba L | | | |
| MAY 17 | | HRTLAND PMT SYS TXNS/FEEES | 305.75 ✓ | | 18,010.54 |
| | | ATLAS SEVEN TEN | | | |
| MAY 17 | | Louis Glunz Beer FintechEFT | | 722.52 ✓ | 17,288.02 |
| | | Spare Time, Inc. dba L | | | |
| MAY 17 | | DEPOSIT | 10,000.00 ✓ | | 27,288.02 |
| MAY 17 | | DEPOSIT | 291.40 ✓ | | 27,579.42 |
| MAY 17 | 1004 | PRIORITY CHECK | | 4,291.10 | 23,288.32 |
| MAY 17 | 20033 | CHECK | | 477.24 | 22,811.08 |
| MAY 18 | | Windy City Distr FintechEFT | | 238.24 ✓ | 22,572.84 |
| | | Spare Time, Inc. dba L | | | |
| MAY 18 | | HRTLAND PMT SYS TXNS/FEEES | 1,349.04 ✓ | | 23,921.88 |
| | | ATLAS SEVEN TEN | | | |
| MAY 18 | | DEPOSIT | 17.00 ✓ | | 23,938.88 |
| MAY 18 | | DEPOSIT | 5.00 ✓ | | 23,943.88 |
| MAY 18 | 1015 | PRIORITY CHECK | | 61.00 | 23,882.88 |
| MAY 21 | | PAYPAL VERIFYBANK | 0.10 ✓ | | 23,882.98 |
| | | SPARE TIME INC. | | | |
| MAY 21 | | PAYPAL VERIFYBANK | 0.20 ✓ | | 23,883.18 |
| | | SPARE TIME INC. | | | |
| MAY 21 | | PAYPAL VERIFYBANK | | 0.30 ✓ | 23,882.88 |
| | | SPARE TIME INC. | | | |
| MAY 21 | | HRTLAND PMT SYS TXNS/FEEES | 161.64 ✓ | | 24,044.52 |
| | | ATLAS SEVEN TEN | | | |
| MAY 21 | | HRTLAND PMT SYS TXNS/FEEES | 543.75 ✓ | | 24,588.27 |
| | | ATLAS SEVEN TEN | | | |
| MAY 21 | | HRTLAND PMT SYS TXNS/FEEES | 4,494.35 ✓ | | 29,082.62 |
| | | ATLAS SEVEN TEN | | | |
| MAY 21 | | DEPOSIT | 76.00 ✓ | | 29,158.62 |
| MAY 21 | 20038 | CHECK | | 1,500.00 | 27,658.62 |
| MAY 22 | | HRTLAND PMT SYS TXNS/FEEES | 312.14 ✓ | | 27,970.76 |
| | | ATLAS SEVEN TEN | | | |
| MAY 22 | 20050 | CHECK | | 2,016.07 | 25,954.69 |
| MAY 22 | 100 | CHECK | | 191.26 | 25,763.43 |
| MAY 22 | 113 | CHECK | | 87.38 | 25,676.05 |
| MAY 22 | 108 | CHECK | | 39.90 | 25,636.15 |
| MAY 22 | 20048 | CHECK | | 35.66 | 25,600.49 |
| MAY 23 | | HRTLAND PMT SYS TXNS/FEEES | 534.47 ✓ | | 26,134.96 |
| | | ATLAS SEVEN TEN | | | |
| MAY 23 | | DEPOSIT | 10,000.00 ✓ | | 36,134.96 |
| MAY 23 | 1016 | CHECK | | 6,000.00 | 30,134.96 |
| MAY 23 | 20035 | CHECK | | 1,000.00 | 29,134.96 |
| MAY 24 | | PAYCOR INC. tax fund | | 1,161.21 ✓ | 27,973.75 |
| | | ATLAS BREWING COMPANY | | | |
| MAY 24 | | PAYCOR INC. SVC-PAYCOR | | 61.60 ✓ | 27,912.15 |
| | | ATLAS BREWING COMPANY | | | |
| MAY 24 | | HRTLAND PMT SYS TXNS/FEEES | 472.04 ✓ | | 28,384.19 |

Continued on page 4

* Asterisk next to transaction date indicates the date shown is the effective date and not the transaction date.

Statement Detail (cont'd)

May 31, 2012

Page 4 of 15

| Date | Check Number | Transaction | Credits(+) | Debits(-) | Balance |
|--------|--------------|-----------------------------|-------------|-----------|-----------|
| | | ATLAS SEVEN TEN | | | |
| MAY 24 | | Louis Glunz Beer FintechEFT | | 145.27 ✓ | 26,238.92 |
| | | Spare Time, Inc. dba L | | | |
| MAY 24 | | Windy City Distr FintechEFT | | 145.88 ✓ | 28,093.04 |
| | | Spare Time, Inc. dba L | | | |
| MAY 24 | 20036 | CHECK | | 1,000.00 | 27,093.04 |
| MAY 25 | | HRTLAND PMT SYS TXNS/FEES | 224.42 ✓ | | 27,317.46 |
| | | ATLAS SEVEN TEN | | | |
| MAY 25 | | DEPOSIT | 145.00 ✓ | | 27,462.46 |
| MAY 25 | | DEPOSIT | 51.00 ✓ | | 27,513.46 |
| MAY 25 | 1018 | PRIORITY CHECK | | 36.00 | 27,477.46 |
| MAY 25 | 20051 | CHECK | | 1,301.82 | 26,175.64 |
| MAY 25 | 20049 | CHECK | | 493.78 | 25,681.86 |
| MAY 25 | 106 | CHECK | | 97.91 | 25,583.95 |
| MAY 29 | | HRTLAND PMT SYS TXNS/FEES | 1,005.62 ✓ | | 26,589.57 |
| | | ATLAS SEVEN TEN | | | |
| MAY 29 | | HRTLAND PMT SYS TXNS/FEES | 1,887.71 ✓ | | 28,477.28 |
| | | ATLAS SEVEN TEN | | | |
| MAY 29 | | HRTLAND PMT SYS TXNS/FEES | 503.73 ✓ | | 28,981.01 |
| | | ATLAS SEVEN TEN | | | |
| MAY 29 | 1020 | CHECK | | 3,000.00 | 25,981.01 |
| MAY 29 | 1019 | CHECK | | 1,500.00 | 24,481.01 |
| MAY 29 | 20063 | CHECK | | 825.20 | 23,655.81 |
| MAY 29 | 119 | CHECK | | 516.13 | 23,139.68 |
| MAY 29 | 126 | CHECK | | 309.85 | 22,829.83 |
| MAY 29 | 118 | CHECK | | 298.97 | 22,530.86 |
| MAY 29 | 127 | CHECK | | 203.59 | 22,327.27 |
| MAY 29 | 20044 | CHECK | | 30.19 | 22,297.08 |
| MAY 30 | | DEPOSIT | 241.00 ✓ | | 22,538.08 |
| MAY 30 | 1022 | PRIORITY CHECK | | 100.00 | 22,438.08 |
| MAY 30 | 120 | CHECK | | 759.68 | 21,678.40 |
| MAY 30 | 20064 | CHECK | | 685.00 | 20,993.40 |
| MAY 30 | 20045 | CHECK | | 375.00 | 20,618.40 |
| MAY 31 | | HRTLAND PMT SYS TXNS/FEES | 392.24 ✓ | | 21,010.64 |
| | | ATLAS SEVEN TEN | | | |
| MAY 31 | | DEPOSIT | 10,000.00 ✓ | | 31,010.64 |
| | | SERVICE CHARGE DEBIT | | 0.00 | 31,010.64 |
| MAY 31 | 1007 | PRIORITY CHECK | | 4,172.32 | 26,838.32 |
| MAY 31 | 20042 | CHECK | | 3,332.60 | 23,505.72 |
| MAY 31 | 20074 | CHECK | | 2,695.00 | 20,810.72 |
| MAY 31 | 117 | CHECK | | 219.05 | 20,591.67 |
| MAY 31 | 123 | CHECK | | 122.46 | 20,469.21 |

CLEARED CHECKS

| Check # | Date Paid | Amount | Check # | Date Paid | Amount | Check # | Date Paid | Amount |
|---------|-----------|--------|---------|-----------|--------|---------|-----------|----------|
| 100 | MAY 22 | 191.26 | 108 | MAY 22 | 39.90 | * 123 | MAY 31 | 122.46 |
| 101 | MAY 16 | 67.94 | * 111 | MAY 15 | 231.81 | * 126 | MAY 29 | 309.85 |
| 102 | MAY 14 | 132.47 | 112 | MAY 16 | 163.43 | 127 | MAY 29 | 203.59 |
| 103 | MAY 14 | 140.81 | 113 | MAY 22 | 87.38 | * 1003 | MAY 01 | 713.07 |
| 104 | MAY 14 | 497.51 | * 117 | MAY 31 | 219.05 | 1004 | MAY 17 | 4,291.10 |
| 105 | MAY 16 | 734.05 | 118 | MAY 29 | 298.97 | * 1007 | MAY 31 | 4,172.32 |
| 106 | MAY 25 | 97.91 | 119 | MAY 29 | 516.13 | 1008 | MAY 07 | 275.76 |
| 107 | MAY 15 | 91.21 | 120 | MAY 30 | 759.68 | 1009 | MAY 08 | 756.14 |

Continued on page 5

* Asterisk next to transaction date indicates the date shown is the effective date and not the transaction date

| CLEARED CHECKS | | | | | | | | |
|---------------------|-----------|----------|---------------------------------|-----------|------------|---------------------------------------|-----------|----------|
| Check # | Date Paid | Amount | Check # | Date Paid | Amount | Check # | Date Paid | Amount |
| * 1011 | MAY 11 | 368.00 | 20027 | MAY 07 | 519.94 | 20041 | MAY 15 | 2,000.00 |
| 1012 | MAY 11 | 119.00 | 20028 | MAY 11 | 153,503.55 | 20042 | MAY 31 | 3,332.60 |
| * 1015 | MAY 18 | 61.00 | 20029 | MAY 16 | 1,220.00 | * 20044 | MAY 29 | 30.19 |
| 1016 | MAY 23 | 6,000.00 | 20030 | MAY 09 | 300.00 | 20045 | MAY 30 | 375.00 |
| * 1018 | MAY 25 | 36.00 | 20031 | MAY 14 | 6,010.61 | * 20048 | MAY 22 | 35.66 |
| 1019 | MAY 29 | 1,500.00 | 20032 | MAY 14 | 227.80 | 20049 | MAY 25 | 493.78 |
| 1020 | MAY 29 | 3,000.00 | 20033 | MAY 17 | 477.24 | 20050 | MAY 22 | 2,016.07 |
| * 1022 | MAY 30 | 100.00 | * 20035 | MAY 23 | 1,000.00 | 20051 | MAY 25 | 1,301.82 |
| * 20018 | MAY 04 | 300.00 | 20036 | MAY 24 | 1,000.00 | * 20063 | MAY 29 | 825.20 |
| * 20023 | MAY 01 | 561.97 | 20037 | MAY 16 | 83.18 | 20064 | MAY 30 | 685.00 |
| 20024 | MAY 01 | 1,500.00 | 20038 | MAY 21 | 1,500.00 | * 20074 | MAY 31 | 2,695.00 |
| 20025 | MAY 15 | 1,500.00 | 20039 | MAY 15 | 450.07 | | | |
| 20026 | MAY 11 | 304.96 | 20040 | MAY 14 | 4,000.00 | | | |
| 61 check(s) cleared | | | Total of check(s): \$214,547.44 | | | * Indicates check(s) out of sequence. | | |

Should you have any questions regarding your account, please call (773) 244-7000.

* Asterisk next to transaction date indicates the date shown is the effective date and not the transaction date.



ATLAS SEVEN TEN
2747 N LINCOLN AVE
CHICAGO, IL 60614-1320

Merchant Statement

| |
|---|
| Statement Date: 05/31/2012 |
| Statement Period: 05/01/2012 - 05/31/2012 |
| DBA Name: ATLAS SEVEN TEN |
| Merchant Number: 650000006548849 |
| Store Number: |

Heartland is committed to fair dealings and full disclosure. We continue to pass through 100% of the Durbin savings.

*** Contact Information ***

Customer Service: 1-888-963-3600
HPS Merchant Center: www.e-hps.com
Heartland Payment Systems
One Heartland Way
Jeffersonville, IN 47130

This Is Not A Bill

HPS Deposits & Fees At A Glance

| | | |
|----------------------------|---|-------------|
| Visa Deposits: | | |
| | Less Visa Pass-thru Interchange & Fees: | \$414.41 |
| | Total Visa Pass-thru Interchange & Fees: | \$414.41 |
| MasterCard Deposits: | | \$3,800.39 |
| | Less MasterCard Pass-thru Interchange & Fees: | \$76.14 |
| | Total MasterCard Pass-thru Interchange & Fees: | \$76.14 |
| American Express Deposits: | | \$1,833.77 |
| | Less American Express Pass-thru Interchange: | \$67.85 |
| | Total American Express Pass-thru Interchange: | \$67.85 |
| Discover Deposits: | | \$239.41 |
| | Less Discover Pass-thru Interchange & Fees: | \$6.35 |
| | Total Discover Pass-thru Interchange & Fees: | \$6.35 |
| | Less Heartland Payment Systems Processing Fees: | \$34.33 |
| | Less Other Processing and One-Time Fees: | (\$1.59) |
| | Total Processing and One-Time Fees: | \$32.74 |
| Total Deposits: | | \$25,631.45 |
| Total Credit Card Fees: | | \$597.49 |

* More detailed processing fee information on the following pages. All Heartland fees automatically include transaction savings, if applicable.

HPS Customer Service 1-888-963-3600
www.HeartlandMerchantCenter.com

650000006548849

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05/31/2012

Opposer's Exhibit 24

A 52



Important Messages

Contact Your local Heartland Servicing Relationship Manager to find out how you can view more customized statement information online at the [HPS Merchant Center](http://www.HeartlandMerchantCenter.com). Visit the Heartland Merchant Center at www.HeartlandMerchantCenter.com.

HPS Customer Service 1-888-963-3600
www.HeartlandMerchantCenter.com

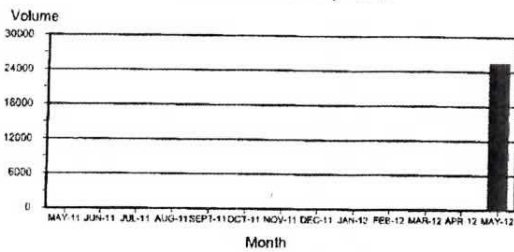
650000006548849

Page 2 of 6
05/31/2012

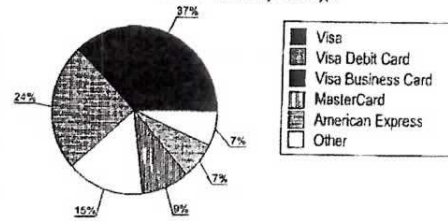


Your Business

Thirteen Month - Monthly Volume



Current Volume By Card Type



Fee Summary

| Fee Type | # of Trans | Total \$ Amount | Discount % Rate | DPI | Transaction Fee | Total Fee |
|--|------------|-----------------|-----------------|--------|-----------------|-----------|
| Visa Pass-thru Interchange & Fees | | | | | | |
| FANF Customer Present - 1 Location | 1 | \$0.00 | | - | - | \$2.00 |
| Network Acquirer Proc Fee Sig Debit Adj | 175 | \$6,688.12 | | - | \$0.0040 | \$0.77 |
| Network Acquirer Processing Fee | 291 | \$17,764.60 | | - | \$0.0195 | \$5.67 |
| Transaction Integrity Fee 46 bn @ \$0.100 | 1 | \$0.00 | | - | - | \$4.80 |
| Visa Assessment Fee | 284 | \$19,757.88 | 0.1100 | - | - | \$21.83 |
| Visa Issuer Settlement Fee | 284 | \$19,757.88 | | - | - | \$1.02 |
| VS CR Business Enhanced Electronic | 3 | \$5,604.83 | 2.7500 | \$0.15 | \$0.0030 | \$96.83 |
| VS CR Corporate Card Travel Service | 1 | \$72.29 | 2.5500 | \$0.10 | - | \$1.94 |
| VS CR CPS/Reward | 7 | \$382.89 | 1.5400 | \$0.10 | - | \$8.60 |
| VS CR CPS/Rewards 2 | 11 | \$1,273.72 | 1.9500 | \$0.10 | - | \$25.93 |
| VS CR CPS/Small Ticket | 9 | \$91.70 | 1.6500 | \$0.04 | - | \$1.87 |
| VS CR EIRP | 18 | \$861.75 | 2.3000 | \$0.10 | - | \$21.62 |
| VS CR Init Electronic | 1 | \$80.00 | 1.1000 | - | - | \$0.99 |
| VS CR Purchasing Card Travel Service | 2 | \$1,629.44 | 2.4500 | \$0.10 | - | \$40.12 |
| VS CR Sig Pref Ele | 11 | \$353.09 | 2.4000 | \$0.10 | - | \$9.58 |
| VS CR Sig Pref Sid | 7 | \$576.20 | 2.9500 | \$0.10 | - | \$17.89 |
| VS CR Signature Cards | 15 | \$1,925.58 | 2.3000 | \$0.10 | - | \$45.79 |
| VS CR Standard | 24 | \$2,308.27 | 2.7000 | \$0.10 | - | \$64.72 |
| VS DB CPS/Restaurant | 6 | \$289.77 | 1.1900 | \$0.10 | - | \$4.17 |
| VS DB CPS/Restaurant Prepaid | 1 | \$33.35 | 1.1500 | \$0.15 | - | \$0.53 |
| VS DB CPS/Small Ticket | 2 | \$28.81 | 1.5500 | \$0.04 | - | \$7.57 |
| VS DB CPS/Smll Tkt Cnsmr DB&Prpd Reg | 34 | \$282.94 | 0.0500 | \$0.22 | - | \$0.95 |
| VS DB EIRP | 1 | \$43.00 | 1.7500 | \$0.20 | - | \$31.87 |
| VS DB US Regulated | 131 | \$6,090.25 | 0.0500 | \$0.22 | - | \$0.40 |
| VS Init Acquirer Fee | 1 | \$90.00 | | - | - | \$0.36 |
| VS Init Serv Fee-Purch | 1 | \$90.00 | 0.4000 | - | - | \$414.41 |
| Subtotal | | | | | | |
| MasterCard Pass-thru Interchange & Fees | | | | | | |
| MC Assessment Fee | 61 | \$3,801.39 | 0.1100 | - | - | \$4.17 |
| MC CR Bus Enhanced Val T & E Rate I | 2 | \$191.37 | 2.6200 | - | - | \$5.02 |
| MC CR Corporate ReFund Group 1 | 1 | \$1.00 | 2.3700 | - | - | \$0.02 |
| MC CR Corporate T & E I | 2 | \$102.05 | 2.5000 | - | - | \$2.55 |
| MC CR Enhanced Merit I | 3 | \$105.78 | 2.0400 | \$0.10 | - | \$2.48 |
| MC CR Enhanced Merit III Base | 7 | \$199.46 | 1.7300 | \$0.10 | - | \$4.15 |
| MC CR High Value T&E | 1 | \$71.50 | 2.7500 | \$0.10 | - | \$2.07 |
| MC CR Merit III | 2 | \$26.96 | 1.6800 | \$0.10 | - | \$0.62 |
| MC CR World Elite Restaurant | 2 | \$25.00 | 2.2000 | \$0.10 | - | \$3.20 |
| MC CR World Elite T & E | 2 | \$109.35 | 2.7500 | \$0.10 | - | \$2.01 |
| MC CR World Restaurant | 5 | \$87.54 | 1.7300 | \$0.10 | - | \$40.47 |
| MC CR World T & E | 10 | \$1,715.29 | 2.3000 | \$0.10 | - | \$0.36 |
| MC DB Merit I | 1 | \$12.25 | 1.6400 | \$0.16 | - | \$1.58 |
| MC DB Merit III | 2 | \$122.64 | 1.0500 | \$0.15 | - | \$5.36 |
| MC DB Regulated-Issuer FR Cert | 22 | \$1,032.20 | 0.0500 | \$0.22 | - | \$0.26 |
| MC Issuer Settlement Fee | 62 | \$3,800.39 | | - | \$0.0030 | \$1.13 |
| MC NABU Fee | 61 | \$3,386.14 | | - | \$0.0185 | \$76.14 |
| Subtotal | | | | | | |
| American Express Pass-thru Interchange | | | | | | |
| American Express CNP Fee | 12 | \$550.93 | 0.3000 | - | - | \$1.66 |
| American Express Interchange Fee | 41 | \$1,833.77 | 3.5000 | \$0.05 | - | \$66.19 |
| Subtotal | | | | | | \$67.85 |
| Discover Pass-thru Interchange & Fees | | | | | | |
| Discover Assessment Fee | 7 | \$239.41 | | - | - | \$0.25 |



Fee Summary

| Fee Type | # of Trans | Total \$ Amount | Discount % Rate | DPI | Transaction Fee | Total Fee |
|--|------------|-----------------|-----------------|--------|-----------------|-----------|
| Discover Data Usage Fee | 7 | \$239.41 | | | | |
| DS CR Commercial Electronic | 2 | \$73.26 | 2.3000 | \$0.10 | \$0.0185 | \$0.13 |
| DS CR Key Entry Rewards | 1 | \$40.59 | 1.9700 | \$0.10 | - | \$1.88 |
| DS CR Mid Submission Level-PremPs | 1 | \$22.00 | 2.4000 | \$0.10 | - | \$0.90 |
| DS CR MID Submission LVL Premium | 1 | \$36.70 | 2.4000 | \$0.10 | - | \$0.63 |
| DS CR PSL - Restaurants Premium | 1 | \$36.86 | 2.2000 | \$0.10 | - | \$0.98 |
| DS CR PSL - Restaurants Rewards | 1 | \$30.00 | 1.9000 | \$0.10 | - | \$0.91 |
| Subtotal | | | | | | \$0.67 |
| HPS Processing Fees | | | | | | \$6.35 |
| American Express Transaction Fee | 41 | \$0.00 | | - | \$0.0200 | \$0.82 |
| Discover Transaction Fee | 7 | \$0.00 | | - | \$0.0600 | \$0.56 |
| MC Transaction Fee | 62 | \$0.00 | | - | \$0.0800 | \$4.96 |
| Monthly vs Daily Discount Cost | 345 | \$23,559.27 | 0.0200 | - | - | \$4.71 |
| Visa Transaction Fee | 291 | \$0.00 | | - | \$0.0800 | \$23.28 |
| Subtotal | | | | | | \$34.33 |
| Other Processing and One-Time Fees | | | | | | |
| American Express CNP Adj - 5/01 - 5/08 | 1 | \$0.00 | | - | - | \$1.66 |
| Visa APF Sig Debit Adj - 5/1 - 5/17 | 1 | \$0.00 | | - | - | \$0.07 |
| Subtotal | | | | | | (\$1.59) |
| Totals | | | | | | \$597.49 |

Fees calculated on a per transaction basis, rounding differences may occur

Processing Summary - Paid to You by HPS

| Card Type | # of Trans | \$ Sales Volume | # of Refunds | \$ Amount of Refunds | \$ Amount Net Sales | Average Ticket | DPI | Discount % | Discount Due |
|-------------------------------|------------|-----------------|--------------|----------------------|---------------------|----------------|-----|------------|--------------|
| Visa | | | | | | | | | |
| Credit | 109 | \$13,069.76 | - | - | \$13,069.76 | \$119.91 | | | - |
| Declined Auths and Auth-Onlys | 3 | - | - | - | - | - | | | - |
| Signature (Non-PIN) Debit | 175 | \$6,688.12 | - | - | \$6,688.12 | \$38.22 | | | - |
| MasterCard | | | | | | | | | |
| Credit | 36 | \$2,634.30 | 1 | (\$1.00) | \$2,633.30 | \$73.18 | | | - |
| Signature (Non-PIN) Debit | 25 | \$1,167.09 | - | - | \$1,167.09 | \$46.68 | | | - |
| American Express | | | | | | | | | |
| Credit | 41 | \$1,833.77 | - | - | \$1,833.77 | \$44.73 | | | - |
| Discover | | | | | | | | | |
| Credit | 7 | \$239.41 | - | - | \$239.41 | \$34.20 | | | - |
| Totals | 396 | \$25,632.45 | 1 | (\$1.00) | \$25,631.45 | \$64.73 | | | - |

Processing Summary - Paid to You by Others

| Card Type | # of Trans | \$ Sales Volume | # of Refunds | \$ Amount of Refunds | \$ Amount Net Sales | Average Ticket | DPI | Discount % | Discount Due |
|-----------|------------|-----------------|--------------|----------------------|---------------------|----------------|-----|------------|--------------|
|-----------|------------|-----------------|--------------|----------------------|---------------------|----------------|-----|------------|--------------|

No transaction data to report this month

Deposit Detail

Visa - V Debit - DB EBT - EB
 MasterCard - M Diners - DC JCB - JB
 American Express - AX Discover - DS All Card Types - T
 Give Something Back Network - GS



| Batch Date | Batch # | Card Type | HPS Dep Date | Total Deposit | To Be Paid By Others | Daily Discount | Paid By HPS | Auto Debit/ Credit Amount |
|---------------|---------|-----------|--------------|---------------|----------------------|----------------|-------------|---------------------------|
| 05/05/2012 | 000041 | T | | \$2,372.92 | - | | \$2,372.92 | - |
| | ACH | | 05/05/2012 | - | - | | - | \$2,372.92 |
| 05/06/2012 | 000042 | T | | \$2,600.48 | - | | \$2,600.48 | - |
| | ACH | | 05/06/2012 | - | - | | - | \$2,600.48 |
| 05/07/2012 | 000043 | T | | \$1,244.23 | - | | \$1,244.23 | - |
| | ACH | | 05/07/2012 | - | - | | - | \$1,244.23 |
| 05/07/2012 | 000044 | T | | \$86.00 | - | | \$86.00 | - |
| | ACH | | 05/08/2012 | - | - | | - | \$86.00 |
| 05/09/2012 | 000045 | T | | \$257.47 | - | | \$257.47 | - |
| | ACH | | 05/09/2012 | - | - | | - | \$257.47 |
| 05/09/2012 | 000046 | T | | \$468.82 | - | | \$468.82 | - |
| | ACH | | 05/10/2012 | - | - | | - | \$468.82 |
| 05/10/2012 | 000047 | T | | \$842.24 | - | | \$842.24 | - |
| | ACH | | 05/11/2012 | - | - | | - | \$842.24 |
| 05/12/2012 | 000048 | T | | \$3,022.55 | - | | \$3,022.55 | - |
| | ACH | | 05/12/2012 | - | - | | - | \$3,022.55 |
| 05/13/2012 | 000049 | T | | \$2,016.47 | - | | \$2,016.47 | - |
| | ACH | | 05/13/2012 | - | - | | - | \$2,016.47 |
| 05/14/2012 | 000050 | T | | \$271.37 | - | | \$271.37 | - |
| | ACH | | 05/15/2012 | - | - | | - | \$271.37 |
| 05/15/2012 | 000051 | T | | \$305.75 | - | | \$305.75 | - |
| | ACH | | 05/16/2012 | - | - | | - | \$305.75 |
| 05/16/2012 | 000052 | T | | \$1,349.04 | - | | \$1,349.04 | - |
| | ACH | | 05/17/2012 | - | - | | - | \$1,349.04 |
| 05/18/2012 | 000053 | T | | \$161.64 | - | | \$161.64 | - |
| | ACH | | 05/18/2012 | - | - | | - | \$161.64 |
| 05/19/2012 | 000054 | T | | \$543.75 | - | | \$543.75 | - |
| | ACH | | 05/19/2012 | - | - | | - | \$543.75 |
| 05/20/2012 | 000055 | T | | \$3,474.35 | - | | \$3,474.35 | - |
| | ACH | | 05/20/2012 | - | - | | - | \$3,474.35 |
| 05/20/2012 | 000056 | T | | \$1,020.00 | - | | \$1,020.00 | - |
| | ACH | | 05/20/2012 | - | - | | - | \$1,020.00 |
| 05/20/2012 | 000057 | T | | \$312.14 | - | | \$312.14 | - |
| | ACH | | 05/21/2012 | - | - | | - | \$312.14 |
| 05/22/2012 | 000058 | T | | \$534.47 | - | | \$534.47 | - |
| | ACH | | 05/22/2012 | - | - | | - | \$534.47 |
| 05/22/2012 | 000059 | T | | \$472.04 | - | | \$472.04 | - |
| | ACH | | 05/23/2012 | - | - | | - | \$472.04 |
| 05/23/2012 | 000060 | T | | \$224.42 | - | | \$224.42 | - |
| | ACH | | 05/24/2012 | - | - | | - | \$224.42 |
| 05/25/2012 | 000061 | T | | \$1,005.62 | - | | \$1,005.62 | - |
| | ACH | | 05/25/2012 | - | - | | - | \$1,005.62 |
| 05/26/2012 | 000062 | T | | \$1,887.71 | - | | \$1,887.71 | - |
| | ACH | | 05/26/2012 | - | - | | - | \$1,887.71 |
| 05/27/2012 | 000063 | T | | \$503.73 | - | | \$503.73 | - |
| | ACH | | 05/27/2012 | - | - | | - | \$503.73 |
| 05/30/2012 | 000064 | T | | \$392.24 | - | | \$392.24 | - |
| | ACH | | 05/30/2012 | - | - | | - | \$392.24 |
| 05/30/2012 | 000065 | T | | \$262.00 | - | | \$262.00 | - |
| | ACH | | 05/31/2012 | - | - | | - | \$262.00 |
| | Fees | T | 05/31/2012 | - | - | | - | (\$597.49) |
| Totals | | | | \$25,631.45 | \$0.00 | | \$25,631.45 | \$25,033.96 |

Please contact Heartland Customer Service at 1.888.963.3600 to request any corrections or adjustments. Adjustments and/or corrections to your statement will only be considered by Heartland if they are requested within the time period specifically set forth in the applicable provisions of the Terms and Conditions. Additionally, please remember to contact Heartland if your address information has changed. Thank you.



NEW @ HEARTLAND

Real Time

More features coming to our web-based merchant portal!

Coming soon, look for Online Merchant Center to switch to InfoCentral. You'll continue to enjoy all the benefits of our web-based merchant portal, along with some brand-new features, including:

- Merchant-managed user roles and system access
- Capability to upload your dispute responses via a disputes module
- More streamlined and customer-friendly



*** MASTERCARD PHISHING ALERT ***

Phishing is on the rise.

Thieves are very creative, so alert all employees about this fraud. Do not open any attachments on any device (computer, smartphone) from an unfamiliar source. Do not give out information over the phone, or answer personal questions about you or your business unless you are certain of who the caller is.